

when Provisioning access to poles, innerduct and rights-of-way.

10.8.2.10.3 The modifying party or parties may recover a proportionate share of the modification costs from parties that later are able to obtain access as a result of the modification. The proportionate share of the subsequent attacher will be reduced to take account of depreciation to the pole or other facility that has occurred since the modification. The modifying party or parties seeking to recover modification costs from parties that later obtain attachments shall be responsible for maintaining all records regarding modification costs. Qwest shall not be responsible for maintaining records regarding modification costs on behalf of attaching entities.

10.8.2.11 Notification of modifications initiated by or on behalf of Qwest and at Qwest's expense shall be provided to CLEC at least sixty (60) calendar Days prior to beginning modifications. Such notification shall include a brief description of the nature and scope of the modification. If CLEC does not respond to a requested rearrangement of its facilities within sixty (60) Days after receipt of written notice from Qwest requesting rearrangement, Qwest may perform or have performed such rearrangement and CLEC shall pay the actual cost thereof. No such notice shall be required in emergency situations or for routine maintenance of poles/duct/innerduct completed at Qwest's expense.

10.8.2.12 Qwest reserves the right to make an on-site/final construction inspection of CLEC's facilities occupying the poles/duct/innerduct system. CLEC shall reimburse Qwest for the actual cost of such inspections except where specified in this Section.

10.8.2.13 When final construction inspection by Qwest has been completed, CLEC shall correct such non-complying conditions within the reasonable period of time specified by Qwest in its written notice. If corrections are not completed within the specified reasonable period, occupancy authorizations for the ROW, poles/duct/innerduct system where non-complying conditions remain uncorrected shall suspend forthwith, regardless of whether CLEC has energized the facilities occupying said poles/duct/innerduct or ROW system and CLEC shall remove its facilities from said poles/duct/innerduct or ROW in accordance with the provisions of this Section, provided, however, if the corrections physically cannot be made within such specified time, and CLEC has been diligently prosecuting such cure, CLEC shall be granted a reasonable additional time to complete such cure. Qwest may deny further occupancy authorization to CLEC until such non-complying conditions are corrected or until CLEC's facilities are removed from the poles/duct/innerduct system where such non-complying conditions exist. If agreed between both Parties, Qwest shall perform or have performed such corrections and CLEC shall pay Qwest the actual cost of performing such work. Subsequent inspections to determine if appropriate corrective actions have been taken may be made by Qwest.

10.8.2.14 Once CLEC's facilities begin occupying the poles/duct/innerduct or ROW system, Qwest may perform a reasonable number of inspections. Qwest shall bear the cost of such inspections unless the results of the inspection reveal a material violation or hazard, or that CLEC has in any other way failed to comply with the provisions of Section 10.8.2.20; in which case CLEC shall reimburse Qwest the costs of inspections and re-inspections, as required. CLEC's representative may accompany Qwest on such field inspections. The cost of periodic inspection or any special inspections found

necessary due to the existence of sub-standard or unauthorized occupancies shall be billed separately.

10.8.2.15 The costs of inspections made during construction and/or the final construction survey and subsequent inspection shall be billed to CLEC upon completion of the inspections.

10.8.2.16 Final construction, subsequent, and periodic inspections or the failure to make such inspections, shall not relieve CLEC of any responsibilities, obligations, or liability assigned under this Agreement.

10.8.2.17 CLEC may use individual workers of its choice to perform any work necessary for the attaching of its facilities so long as such workers have the same qualifications and training as Qwest's workers. CLEC may use any contractor approved by Qwest to perform make-ready work.

10.8.2.18 If Qwest terminates an order for cause, or if CLEC terminates an order without cause, subject to 10.8.4.4.4, CLEC shall pay termination charges equal to the amount of fees and charges remaining on the terminated order(s) and shall remove its facilities from the poles/duct/innerduct within sixty (60) calendar Days, or cause Qwest to remove its facilities from the poles/duct/innerduct at CLEC's expense; provided, however, that CLEC shall be liable for and pay all fees and charges provided for in this Agreement to Qwest until CLEC's facilities are physically removed. "Cause" as used herein shall include CLEC's use of its facilities in material violation of any Applicable Law or in aid of any unlawful act or making an unauthorized modification to Qwest's poles/duct/innerduct, or, in the case of ROW, any act or omission that violates the terms and conditions of either (a) the Access Agreement by which Qwest conveys a right of access to the ROW to CLEC, or (b) the instrument granting the original ROW to Qwest or its predecessor.

10.8.2.19 Qwest may abandon or sell any poles/duct/innerduct/conduit or ROW at any time by giving written notice to CLEC. Any poles/duct/innerduct/conduit or ROW that is sold, will be sold subject to all existing legal rights of CLEC. Upon abandonment of poles/duct/innerduct/conduit or ROW, and with the concurrence of the other joint user(s), if necessary, CLEC shall, within sixty (60) calendar Days of such notice, either: 1) continue to occupy the poles/duct/innerduct/conduit or ROW pursuant to its existing rights under this Agreement if the poles/duct/innerduct/conduit or ROW is purchased by another party; 2) purchase the poles/duct/innerduct/conduit or ROW from Qwest at the current market value; or 3) remove its facilities therefrom. Failure to explicitly elect one of the foregoing options within sixty (60) calendar Days shall be deemed an election to purchase the poles/duct/innerduct/conduit or ROW at the current market value if no other party purchased the poles/duct/innerduct/conduit or ROW within this sixty (60) Day period.

10.8.2.20 CLEC's facilities shall be placed and maintained in accordance with the requirements and specifications of the current applicable standards of Telcordia Manual of Construction Standards, the National Electrical Code, the National Electrical Safety Code, and the rules and regulations of the Occupational Safety and Health Act, all of which are incorporated by reference, and any governing authority having jurisdiction. Where a difference in specifications exists, the more stringent shall apply. Notwithstanding the foregoing, CLEC shall only be held to such standard as Qwest, its

Affiliates or any other Telecommunications Carrier is held. Failure to maintain facilities in accordance with the above requirements or failure to correct as provided in Section 10.8.2.13 shall be cause for termination of the order. CLEC shall in a timely manner comply with all requests from Qwest to bring its facilities into compliance with these terms and conditions.

10.8.2.21 Should Qwest under the provisions of this Agreement remove CLEC's facilities from the poles/duct/innerduct covered by any order, Qwest will deliver the facilities removed upon payment by CLEC of the cost of removal, storage and delivery, and all other amounts due Qwest. If CLEC removes facilities from poles/duct/innerduct for other than repair or maintenance purposes, no replacement on the poles/duct/innerduct shall be made until all outstanding charges due Qwest for previous occupancy have been paid in full. CLEC shall advise Qwest in writing as to the date on which the removal of facilities from the poles/duct/innerduct has been completed.

10.8.2.22 If any facilities are found attached to poles/duct/innerduct for which no order is in effect, Qwest, without prejudice to its other rights or remedies under this Agreement, may assess a charge and CLEC agrees to pay the lesser of (a) the annual fee per pole or per innerduct run between two (2) manholes for the number of years since the most recent inventory, or (b) five (5) times the annual fee per pole or per innerduct run between two (2) manholes. In addition, CLEC agrees to pay (a) interest on these fees at a rate set for the applicable time period by the Internal Revenue Service for individual underpayments pursuant to Section 6621 of the Internal Revenue Service Code (25 U.S.C. § 6621, Rev. Rul. 2000-30, 2000-25 IRS 1262), and (b) the cost of any audit required to identify unauthorized CLEC attachments. Qwest shall waive half the unauthorized attachment fee if the following conditions are met: (1) CLEC cures such unauthorized attachment (by removing it or submitting a valid order for the attachment in the form of Attachment 2 of Exhibit D, within thirty (30) Days of written notification from Qwest of the unauthorized attachment; and (2) the unauthorized attachment did not require Qwest to take curative measures itself (e.g., pulling additional innerduct) prior to cure by CLEC, (3) CLEC reimburses Qwest for cost of audit, or portion thereof, which discovered the unauthorized attachment. Qwest shall also waive the unauthorized attachment fee if the unauthorized attachment arose due to error by Qwest rather than CLEC. CLEC is required to submit in writing, within ten (10) business days after receipt of written notification from Qwest of the unauthorized occupancy, a poles/duct/innerduct application. If such application is not received by Qwest within the specified time period, CLEC will be required to remove its unauthorized facility within thirty (30) calendar Days of the final date for submitting the required application, or Qwest may remove CLEC's facilities without liability, and the cost of such removal shall be borne by CLEC.

10.8.2.23 No act or failure to act by Qwest with regard to an unauthorized occupancy shall be deemed as the authorization of the occupancy. Any subsequently issued authorization shall not operate retroactively or constitute a waiver by Qwest of any of its rights or privileges under this Agreement or otherwise. CLEC shall be subject to all liabilities of the Agreement in regard to said unauthorized occupancy from its inception.

10.8.2.24 Qwest will provide CLEC non-discriminatory access to poles/ducts/innerducts/conduits and ROW pursuant to 47 USC § 224 and FCC orders, rules and regulations pursuant to 47 USC § 224. In the event of a conflict between this Agreement, on one hand, and 47 USC § 224 and FCC orders, rules and regulations

pursuant to 47 USC § 224, on the other, 47 USC § 224 and FCC orders, rules and regulations pursuant to 47 USC § 224 shall govern. Further, in the event of a conflict between Exhibit D, on one hand, and this Agreement or 47 USC § 224 and FCC orders, rules and regulations pursuant to 47 USC § 224, on the other, this Agreement or 47 USC § 224 and FCC orders, rules and regulations pursuant to 47 USC § 224 shall govern, provided however, that any Access Agreement that has been duly executed, acknowledged and recorded in the real property records for the county in which the ROW is located shall govern in any event pursuant to its terms.

10.8.2.25 Nothing in this Agreement shall require Qwest to exercise eminent domain on behalf of CLEC.

10.8.2.26 Qwest will not enter into ROW agreements for the provision of Telecommunications Services, including agreements relating to ROW within multiple tenant environments, that preclude CLEC from using ROW over which Qwest has ownership or control. Upon CLEC request, Qwest will certify to a landowner with whom Qwest has an ROW agreement, the following:

10.8.2.26.1 that the ROW agreement with Qwest does not preclude the landowner from entering into a separate ROW agreement with CLEC; and

10.8.2.26.2 that there will be no penalty under the agreement between the landowner and Qwest if the landowner enters into a ROW agreement with CLEC.

10.8.2.27 For purposes of permitting CLEC to determine whether Qwest has ownership or control over duct/conduit or ROW, including duct/conduit or ROW within a specific multiple tenant environment, if CLEC requests a copy of an agreement between Qwest and the owner of a duct/conduit or ROW, including duct/conduit or ROW within a specific multiple tenant environment, that grants Qwest access to, ownership of, or control of duct/conduit or ROW within a specific multiple tenant environment, Qwest will provide the agreement to CLEC pursuant to the terms of this Section. CLEC will submit a completed Attachment 1.A from Exhibit D that identifies a specific multiple tenant environment or route for each agreement.

10.8.2.27.1 Upon receipt of a completed Attachment 1.A, Qwest will prepare and return an MTE matrix or ROW matrix, as applicable, within ten (10) Days, which will identify (a) the owner of the duct/conduit or ROW or multiple tenant environment as reflected in Qwest's records, and (b) whether or not Qwest has a copy of an agreement that provides Qwest access to duct/conduit or ROW or multiple tenant environment in its possession. Qwest makes no representations or warranties regarding the accuracy of its records, and CLEC acknowledges that the original property owner may not be the current owner of the property.

10.8.2.27.2 Qwest grants a limited waiver of any confidentiality rights it may have with regards to the content of the agreement, subject to the terms and conditions in Section 10.8.2.27.3 and the Consent to Disclosure form. Qwest will provide to CLEC a copy of an agreement listed in the MTE matrix or ROW matrix, as applicable, that has not been publicly recorded after CLEC obtains authorization for such disclosure from the third party owner(s) of the real property at issue by presenting to Qwest an executed version of the Consent to Disclosure form that is included in Attachment 4 to Exhibit D of this Agreement.

In lieu of submission of the Consent to Disclosure form, CLEC must comply with the indemnification requirements in Section 10.8.4.1.3.

10.8.2.27.3 As a condition of its limited waiver of its right to confidentiality in an agreement that provides Qwest access to a multiple tenant environment that Qwest provides to CLEC or that CLEC obtains from the multiple tenant environment owner or operator, Qwest shall redact all dollar figures from copies of agreements that have not been publicly recorded that Qwest provides to CLEC and shall require that the multiple tenant environment owner or operator make similar redaction's prior to disclosure of the agreement.

10.8.2.27.4 In all instances, CLEC will use agreements only for the following purposes: (a) to determine whether Qwest has ownership or control over duct, conduits, or rights-of-way within the property described in the agreement; (b) to determine the ownership of wire within the property described in the agreement; or (c) to determine the Demarcation Point between Qwest facilities and the owner's facilities in the property described in the agreement. CLEC further agrees that CLEC shall not disclose the contents, terms, or conditions of any agreement provided pursuant to Section 10.8 to any CLEC agents or employees engaged in sales, marketing, or product management efforts on behalf of CLEC.

10.8.2.28 In cities where Qwest has deployed microduct technology but no vacant microduct is available on the specified route, CLEC may request Qwest to place microduct along the desired route or CLEC can choose to place microduct that must meet Qwest specifications.

10.8.2.29 In cities where Qwest has not deployed microduct and CLEC wishes to use this technology, CLEC must lease an innerduct. In these locations CLEC will be required to furnish and place the microduct. At the conclusion of the lease, CLEC and Qwest will make a joint decision whether or not CLEC will be required to remove CLEC's microduct from the innerduct.

10.8.2.30 If any microduct is found occupying facilities for which no order is in effect, Qwest, without prejudice to its other rights or remedies, may assess a charge and CLEC agrees to pay the lesser of (a) the annual fee per microduct run between two (2) manholes for the number of years since the most recent inventory, or (b) five (5) times the annual fee per microduct run between two (2) manholes.

10.8.2.30.1 In addition, CLEC agrees to pay (a) interest on these fees at a rate set for the applicable time period by the Internal Revenue Service for individual underpayments pursuant to Section 6621 of the Internal Revenue Service Code (25 U.S.C 6621, Rev. Rul. 2000-30, 2000-25 IRS 1262), and (b) the cost of any audit required to identify unauthorized CLEC occupancy.

10.8.2.30.2 Qwest shall waive half the unauthorized occupancy fee if the following conditions are met:

10.8.2.30.2.1 CLEC cures such unauthorized occupancy by removing it or submitting a valid order for the attachment within thirty (30) days of written notification from Qwest.

10.8.2.30.2.2 The unauthorized occupancy did not require Qwest to take curative measures (e.g., pulling additional microduct) prior to cure by CLEC.

10.8.2.30.2.3 CLEC reimburses Qwest for cost of audit, or portion thereof, which discovered the unauthorized occupancy. Qwest shall also waive the unauthorized occupancy fee if the unauthorized occupancy arose due to error by Qwest rather than CLEC. CLEC is required to submit in writing, within ten (10) business days after receipt of written notification from Qwest of the unauthorized occupancy, a Poles/Duct/Innerduct/Microduct Application. If such application is not received by Qwest within the specified time period, CLEC will be required to remove its unauthorized facility within thirty (30) calendar Days of the final date for submitting the required application, or Qwest may remove CLEC's facilities without liability, and the cost of such removal shall be borne by CLEC.

10.8.2.31 To be eligible for PDR Transfer of Responsibility of the occupancy of space for poles or conduit, vacating CLEC must have a valid Agreement in place for those facilities specified for transfer.

10.8.2.31.1 The assuming CLEC is required to have an Agreement with Qwest that includes all elements involved in the transfer.

10.8.2.31.2 The Agreement referenced in the PDR Transfer of Responsibility request will be transferred either in its entirety or portion thereof as specified in the PDR Transfer of Responsibility Application Form and Transfer Authorization Agreement.

10.8.2.31.3 The PDR Transfer of Responsibility includes changing the following Qwest items: Customer name, Access Carrier Name Abbreviation (ACNA), Master Customer Number (MCN), customer address, telephone number, billing and contact information, and contact telephone number. The eight (8) character CLEC CLLI™ code will remain the same.

10.8.2.31.4 If vacating CLEC has filed for bankruptcy, assuming CLEC must comply with 11 U.S.C. Section 365.2.6l, the negotiation of the terms and conditions between vacating CLEC and assuming CLEC is the responsibility of those two parties. Qwest does not participate in these discussions. Qwest manages the database and records the transfer.

10.8.2.31.5 Qwest is not responsible for the physical condition of CLEC's facilities.

10.8.2.31.6 Prior to submission of a PDR Transfer of Responsibility request, all work in progress must be negotiated between vacating and assuming CLEC.

10.8.2.31.7 Prior to submitting a Transfer of Responsibility request, assuming CLEC's financial obligations to Qwest must be in good standing. If vacating CLEC is unable to meet its financial obligations, assuming CLEC will be required to assume the financial obligations of vacating CLEC.

10.8.2.31.8 Vacating and assuming CLEC must provide Qwest a signed Qwest PDR Transfer Authorization Agreement providing the following information: All Qwest Central Office Service Areas that may apply, PDR Billing Authorization Numbers (BAN), requested completion date (not binding), and state specific charge for the transfer as indicated in Exhibit A.

10.8.2.31.9 Once the transfer request is accepted, Qwest will submit the signed PDR Transfer of Responsibility Request Consent Form to vacating and assuming CLECs and the transfer will be completed.

### 10.8.3 Rate Elements

Qwest fees for attachments are in accordance with Section 224 of the Act and FCC orders, rules and regulations promulgated thereunder, as well as the rates established by the Commission including the following rates, are reflected in Exhibit A.

10.8.3.1 Inquiry Fee. A non-refundable pre-paid charge used to recover the costs associated with performing an internal record review to determine if a requested route and/or facility is available, or with respect to ROW, to determine the information necessary to create the MTE matrix or ROW matrix, as applicable, which identifies, for each ROW, the name of the original grantor and the nature of the ROW (i.e., publicly recorded and non-recorded) and the MTE matrix or ROW matrix, as applicable, which identifies each requested legal agreement between Qwest and a third party who has a multiple tenant environment in Qwest's possession that relates to Telecommunications Services provided to or through real property owned by the third party (MTE Agreement) and, for each such MTE Agreement, the name of the third party. Separate Inquiry Fees apply for ROW, poles and duct/conduit/innerduct.

10.8.3.2 Field Verification Fee/Access Agreement Preparation Fee. In the case of poles and duct/innerduct, the Field Verification Fee is a non-refundable pre-paid charge which recovers the estimated actual costs for a field survey verification required for a route and to determine scope of any required make-ready work. Separate Field Verification Fees apply for poles and manholes. In the case of ROW, the Access Agreement Preparation Fee is a non-refundable, pre-paid charge which recovers the estimated actual costs for preparation of the Access Agreement for each ROW requested by CLEC. Field Verification and Access Agreement Preparation Fees shall be billed in advance.

10.8.3.3 Make-Ready Fee. A pre-paid non-refundable (other than true-up) charge which recovers the cost of necessary work required to make the requested facility/ROW available for access. For innerduct, this could include, but is not limited to, the placing of innerduct in conduit/duct systems or core drilling of manholes. For Pole Attachment requests, this could include, but is not limited to, the replacement of poles to meet required clearances over roads or land. For ROW, this make-ready could include, but is not limited to, personnel time, including attorney time. With respect to ROW, make-ready work refers to legal or other investigation or analysis arising out of CLEC's failure to comply with the process described in Exhibit D for ROW, or other circumstances giving rise to such work beyond the simple preparation of one or more Access Agreements. The estimated pre-paid fee shall be billed in advance.

10.8.3.4 Pole Attachment Fee. A pre-paid fee which is charged for the occupancy,

including during any make-ready period, of one (1) foot of pole space (except for antenna attachment which requires two (2) feet). This fee shall be annual unless CLEC requests that it be semi-annual.

10.8.3.5 Innerduct Occupancy Fee. A pre-paid fee which is charged for the occupancy, including during any make-ready period, of an innerduct on a per foot basis. This fee shall be annual unless CLEC requests that it be semi-annual.

10.8.3.6 Access Agreement Consideration. A pre-paid fee which constitutes consideration for conveying access to the ROW to CLEC. This fee shall be a one-time (i.e. nonrecurring) fee.

10.8.3.7 Microduct Occupancy Fee. A pre-paid fee which is charged for the occupancy, including during any make-ready period, and billed annually per microduct, per foot.

10.8.3.8 PDR Transfer of Responsibility. Vacating CLEC will not incur charges for a transfer of responsibility agreement. A PDR Transfer of Responsibility charge for assuming CLEC will be a nonrecurring charge associated with the transfer of the agreement.

#### 10.8.4 Ordering

There are two (2) steps required before placing an order for access to ROW, duct/innerduct and Pole Attachment: Inquiry Review and Field Verification.

10.8.4.1 Inquiry Reviews. Upon receipt of an inquiry regarding ROW access, Pole Attachment or duct/innerduct occupancy, Qwest will provide CLEC with Exhibit D. CLEC will review the documents and provide Qwest with maps of the desired area indicating the routes and entrance points for proposed attachment, proposed occupancy or proposed CLEC construction on Qwest owned or controlled poles, duct/innerduct and ROW as well as the street addresses of any multiple tenant environments upon or through which CLEC proposes construction on ROW owned or controlled by Qwest. CLEC will include the appropriate inquiry fee with a completed Attachment 1.A from Exhibit D.

10.8.4.1.1 Inquiry Review – Duct/Conduit/Innerduct. Qwest will complete the database inquiry and prepare a duct/conduit structure diagram (referred to as a "Flatline") which shows distances and access points (such as manholes). Along with the Flatline will be estimated costs for field verification of available facilities. These materials will be provided to CLEC within ten (10) calendar Days or within the time frames of the applicable federal or state law, rule or regulation.

10.8.4.1.2 Inquiry Review – Poles. Qwest will provide the name and contact number for the appropriate local field engineer for joint validation of the poles and route and estimated costs for field verification on Attachment 1.B of Exhibit D within ten (10) calendar Days of the request.

10.8.4.1.3 Inquiry Review – ROW. Qwest shall, upon request of CLEC, provide the ROW matrix, the MTE matrix and a copy of all publicly recorded agreements listed in those matrices to CLEC within ten (10) Days of the request.



Qwest will provide to CLEC a copy of agreements listed in the matrices that have not been publicly recorded if CLEC obtains authorization for such disclosure from the third party owner(s) of the real property at issue by an executed version of the Consent to Disclosure form, which is included in Exhibit D, Attachment 4. Qwest may redact all dollar figures from copies of agreements listed in the matrices that have not been publicly recorded that Qwest provides to CLEC. Any dispute over whether terms have been redacted appropriately shall be resolved pursuant to the Dispute Resolution procedures set forth in this Agreement. Alternatively, in order to secure any agreement that has not been publicly recorded, CLEC may provide a legally binding and satisfactory agreement to indemnify Qwest in the event of any legal action arising out of Qwest's provision of such agreement to CLEC. In that event, CLEC shall not be required to provide an executed Consent to Disclosure form. Qwest makes no warranties concerning the accuracy of the information provided to CLEC; CLEC expressly acknowledges that Qwest's files contain only the original ROW instruments, and that the current owner(s) of the fee estate may not be the party identified in the document provided by Qwest.

10.8.4.2 Field Verification – Poles Duct/Innerduct and Access Agreement Preparation (ROW). CLEC will review the inquiry results and determine whether to proceed with field verification for poles/ducts or Access Agreement preparation for ROW. If field verification or Access Agreement preparation is desired, CLEC will sign and return Attachment 1.B of Exhibit D along with a check for the relevant verification fee (Field Verification Fee or Access Agreement Preparation Fee) plus \$10.00 per Access Agreement as consideration for the Access Agreement. Upon payment of the relevant fee and Access Agreement consideration, if applicable, Qwest will provide, as applicable, depending on whether the request is for poles, duct/innerduct/conduit, or ROW: (a) in the case of duct/innerduct/conduit, a field survey and site investigation of the duct/innerduct/conduit, including the preparation of distances and drawings, to determine availability of existing duct/innerduct/conduit; identification of make-ready costs required to provide space; the schedule in which the make-ready work will be completed; and, the annual recurring prices associated with the attachment of facilities; (b) in the case of ROW, the completed Access Agreement(s), executed and acknowledged by Qwest. Upon completion of the Access Agreement(s) by CLEC, in accordance with the instructions, terms and conditions set forth in Exhibit D, the Access Agreement becomes effective to convey the interest identified in the Access Agreement (if any). Any dispute regarding whether a legal agreement conveys a ROW shall be resolved between CLEC and the relevant third party or parties, and such disputes shall not involve Qwest; and/or (c) in the case of poles, estimates of make-ready costs and the annual recurring prices associated with the attachment of facilities shall be as provided in Exhibit A. The verification of (a), (b), and (c), above, shall be completed by Qwest not later than forty-five (45) calendar Days after CLEC's submission of the inquiry request. Make-ready time, if any, and CLEC review time is not part of the forty-five (45) Day interval. The Attachment 2 quotation shall be valid for ninety (90) calendar Days.

10.8.4.2.1 CLEC-Performed Field Verification. At the option of CLEC, it may perform its own field verification (in lieu of Qwest performing same) with the following stipulations: 1) Verifications will be conducted by a Qwest approved contractor; 2) A Qwest contractor will monitor the activity of CLEC contractor and a current labor rate will be charged to CLEC; 3) CLEC will provide Qwest with a legible copy of manhole butterfly drawings that reflect necessary make-ready

effort; and 4) Qwest will use CLEC-provided butterfly drawings and documentation to check against existing jobs and provide a final field report of available duct/innerduct. CLEC will be charged standard rates for tactical planner time.

10.8.4.3 Order – Poles and Duct/Innerduct. The review, signing and return of Attachment 2 of the General Information Document along with payment of the Make-Ready and prorated recurring access charges for the current relevant period (annual or semi-annual) shall be accepted as an order for the attachment or occupancy. Upon receipt of the accepted order from CLEC and applicable payment for the fees identified, Qwest will assign the requested space and commence any make-ready work which may be required. Qwest will notify CLEC when poles/duct/innerduct are ready.

10.8.4.4 Make-Ready - Estimates of Make-Ready are used to cover actual Make-Ready costs.

10.8.4.4.1 If Qwest requests, CLEC will be responsible for payment of the actual Make-Ready costs determined if such costs exceed the estimate. Such payment shall be made within thirty (30) Days of receipt of an invoice for the costs that exceed the estimate.

10.8.4.4.2 Within fifteen (15) business days of a request, Qwest will provide CLEC copies of records reflecting actual cost of Make-Ready work; provided, however, that, if Qwest does not possess all such records at the time of the request, then Qwest will provide copies of such records within fifteen (15) business days of receipt of such records. CLEC must request such records, if at all, within sixty (60) calendar Days after written notification of the completion of the Make-Ready work.

10.8.4.4.3 If the actual Make-Ready costs are less than the estimate, an appropriate credit for the difference will be issued upon request. Such request must be received within sixty (60) calendar Days following CLEC's receipt of copies of records if CLEC has requested records under this paragraph, or within sixty (60) calendar Days after written notification of the completion of Make-Ready work if CLEC has not requested records under this paragraph. Such credit will issue within ten (10) business days of Qwest's receipt of either all records related to such actual costs or CLEC's request for credit, whichever comes last, but in no event later than ninety (90) calendar Days following the request for credit.

10.8.4.4.4 If CLEC cancels or if, due to circumstances unforeseen during inquiry/verification, Qwest denies the request for poles, ducts or ROW, upon CLEC request, Qwest will also refund the difference between the actual Make-Ready costs incurred and those prepaid by CLEC, if any. Such request must be made within thirty (30) calendar Days of CLEC's receipt of written denial or notification of cancellation. Any such refund shall be made within ten (10) business days of either receipt of CLEC's request or Qwest's receipt of all records relating to the actual costs, whichever comes last, but in no event later than ninety (90) calendar Days following the denial.

10.8.4.5 The PDR Transfer of Responsibility process requires the

submission of the DPR Transfer of Responsibility Application Form containing information for both the vacating and assuming CLECs, a signed Qwest PDR Transfer Authorization Agreement, and full payment of the quoted PDR Transfer of Responsibility charge.

10.8.4.5.1 The PDR Transfer of Responsibility Application Form and Transfer Authorization Agreement are on Qwest's web site at: <http://www.qwest.com/wholesale/pcat/poleductrow.html>.

10.8.4.5.2 The PDR Transfer of Responsibility Application Form and an electronic version of the Transfer Authorization Agreement with "Agreed" entered in the designated signature blocks (this will act as your electronic signature) must be submitted to [wsst@qwest.com](mailto:wsst@qwest.com).

10.8.4.5.3 The printed and signed PDR Transfer Authorization Agreement and full payment is to be mailed to: Resource Allocation, 700 W. Mineral MT-G28.24, Littleton CO 80120.

### **10.8.5 Billing**

10.8.5.1 CLEC agrees to pay the following fees in advance as specified in Exhibit A: Inquiry Fee, Field Verification Fee, Access Agreement Preparation Fee, Make-Ready Fee, Pole Attachment Fee, Duct/Innerduct Occupancy Fee and Access Agreement Consideration. Make-Ready Fees will be computed in compliance with applicable local, state and federal guidelines. Usage fees for poles/duct/innerduct (i.e., Pole Attachment Fee and Duct/Innerduct Occupancy Fee) will be assessed on an annual basis (unless CLEC requests a semi-annual basis). Annual usage fees for poles/duct/innerduct will be assessed as of January 1 of each year. Semi-annual usage fees for poles/duct/innerduct will be assessed as of January 1 and July 1 of each year. All fees shall be paid within thirty (30) Days following receipt of invoices. All fees are not refundable except as expressly provided herein.

10.8.5.2 Vacating CLEC is obligated to pay all recurring charges until Qwest completes the PDR Transfer of Responsibility request. Once the transfer is complete, the effective date to cease recurring billing will coincide with the same date recurring billing starts for assuming CLEC.

### **10.8.6 Maintenance and Repair**

In the event of any service outage affecting both Qwest and CLEC, repairs shall be effectuated on a non-discriminatory basis as established by local, state or federal requirements. Where such requirements do not exist, repairs shall be made in the following order: electrical, telephone (EAS/local), telephone (long distance), and cable television, or as mutually agreed to by the users of the affected poles/duct/innerduct.

## Section 11.0 - NETWORK SECURITY

11.1 Protection of Service and Property. Each Party shall exercise the same degree of care to prevent harm or damage to the other Party and any third parties, its employees, agents or End User Customers, or their property as it employs to protect its own personnel, End User Customers and property, etc.

11.2 Each Party is responsible to provide security and privacy of communications. This entails protecting the confidential nature of Telecommunications transmissions between End User Customers during technician work operations and at all times. Specifically, no employee, agent or representative shall monitor any circuits except as required to repair or provide service of any End User Customer at any time. Nor shall an employee, agent or representative disclose the nature of overheard conversations, or who participated in such communications or even that such communication has taken place. Violation of such security may entail state and federal criminal penalties, as well as civil penalties. CLEC is responsible for covering its employees on such security requirements and penalties.

11.3 The Parties' Telecommunications networks are part of the national security network, and as such, are protected by federal law. Deliberate sabotage or disablement of any portion of the underlying equipment used to provide the network is a violation of federal statutes with severe penalties, especially in times of national emergency or state of war. The Parties are responsible for covering their employees on such security requirements and penalties.

11.4 Qwest and CLEC share responsibility for security and network protection for each Collocation arrangement. Each Party's employees, agents or representatives must secure its own portable test equipment, spares, etc. and shall not use the test equipment or spares of other parties. Use of such test equipment or spares without written permission constitutes theft and may be prosecuted. Exceptions are the use of Qwest ladders in the Wire Center, either rolling or track, which CLEC may use in the course of work operations. Qwest assumes no liability to CLEC, its agents, employees or representatives, if CLEC uses a Qwest ladder available in the Wire Center.

11.5 Each Party is responsible for the physical security of its employees, agents or representatives. Providing safety glasses, gloves, etc. must be done by the respective employing Party. Hazards handling and safety procedures relative to the Telecommunications environment is the training responsibility of the employing Party. Proper use of tools, ladders, and test gear is the training responsibility of the employing Party.

11.6 In the event that one Party's employees, agents or representatives inadvertently damage or impair the equipment of the other Party, prompt notification will be given to the damaged Party by verbal notification between the Parties' technicians at the site or by telephone to each Party's 24 x 7 security numbers.

11.7 Each Party shall comply at all times with Qwest security and safety procedures and requirements while performing work activities on Qwest's Premises.

11.8 Qwest will allow CLEC to inspect or observe spaces which house or contain CLEC equipment or equipment enclosures at any time and to furnish CLEC with all keys, entry codes, lock combinations, or other materials or information which may be needed to gain entry into any secured CLEC space, in a manner consistent with that used by Qwest.

11.9 Qwest will limit the keys used in its keying systems for enclosed collocated spaces which contain or house CLEC equipment or equipment enclosures to its employees and representatives to emergency access only. CLEC shall further have the right to change locks where deemed necessary for the protection and security of such spaces.

11.10 Keys may entail either metallic keys or combination electronic ID/key cards. It is solely the responsibility of CLEC to ensure keys are not shared with unauthorized personnel and recover keys and electronic ID/keys promptly from discharged personnel, such that office security is always maintained. Qwest has similar responsibility for its employees.

11.11 CLEC will train its employees, agents and vendors on Qwest security policies and guidelines.

11.12 When working on Qwest ICDF Frames or in Qwest's common or CLEC equipment line-ups, Qwest and CLEC employees, agents and vendors agree to adhere to Qwest quality and performance standards provided by Qwest and as specified in this Agreement.

11.13 CLEC shall report all material losses to Qwest Security. All security incidents are to be referred directly to local Qwest Security – 1-888-879-7328. In cases of emergency, CLEC shall call 911 and 1-888-879-7328.

11.14 Qwest and CLEC employees, agents and vendors will display the identification/access card above the waist and visible at all times.

11.15 Qwest and CLEC shall ensure adherence by their employees, agents and vendors to all applicable Qwest environmental health and safety regulations. This includes all fire/life safety matters, OSHA, EPA, Federal, State and local regulations, including evacuation plans and indoor air quality.

11.16 Qwest and CLEC employees, agents and vendors will secure and lock all doors and gates.

11.17 CLEC will report to Qwest all property and equipment losses immediately, any lost cards or keys, vandalism, unsecured conditions, security violations, anyone who is unauthorized to be in the work area or is not wearing the Qwest identification/access card.

11.18 Qwest and CLEC's employees, agents and vendors shall comply with Qwest Central Office fire and safety regulations, which include but are not limited to, wearing safety glasses in designated areas, keeping doors and aisles free and clean of trip hazards such as wire, checking ladders before moving, not leaving test equipment or tools on rolling ladders, not blocking doors open, providing safety straps and cones in installation areas, using electrostatic discharge protection, and exercising good housekeeping.

11.19 Smoking is not allowed in Qwest buildings, Wire Centers, or other Qwest facilities. No open flames shall be permitted anywhere within the buildings, Wire Centers or other facilities. Failure to abide by this restriction may result in denial of access for that individual and may constitute a violation of the access rules, subjecting CLEC employee, agent or vendor to denial of unescorted access. Qwest shall provide written notice within five (5) calendar Days of CLEC violation of this provision to CLEC prior to denial of access and such notice shall include: 1) identification of the violation of this provision and the personnel involved,

2) identification of the safety regulation violated, and 3) date and location of such violation. CLEC will have five (5) calendar Days to remedy any such violation for which it has received notice from Qwest. In the event that CLEC fails to remedy any such violation of which it has received notice within such five (5) calendar Days following receipt of such notice, CLEC shall be denied unescorted access to the affected Premises. In the event CLEC disputes any action Qwest seeks to take or has taken pursuant to this provision, CLEC may pursue immediate resolution by expedited Dispute Resolution.

11.20 No flammable or explosive fluids or materials are to be kept or used anywhere within the Qwest buildings or on the grounds.

11.21 No weapons of any type are allowed on Qwest Premises. Vehicles on Qwest property are subject to this restriction as well.

11.22 Except as otherwise provided in this Agreement, CLEC's employees, agents or vendors may not make any modifications, alterations, additions or repairs to any space within the building or on the grounds, provided, however, nothing in Section 11 shall prevent CLEC, its employees or agents from performing modifications, alterations, additions or repairs to its own equipment or facilities.

11.23 Qwest employees may request CLEC's employees, agents or vendors to stop any work activity that in their reasonable judgment is a jeopardy to personal safety or poses a potential for damage to the Qwest Premises, Qwest equipment or Qwest services within the facility until the situation is remedied. CLEC employees may report any work activity that in their reasonable judgment is a jeopardy to personal safety or poses a potential for damage to the building, CLEC equipment or CLEC services within the facility, to Qwest Service Assurance (800-713-3666) and the reported work activity will be immediately stopped until the situation is remedied. In the event such non-compliant activity occurs in a Qwest Central Office, notification of the non-compliant activity may be made to the Central Office supervisor, and the Central Office supervisor shall immediately stop the reported work activity until the situation is remedied. The compliant Party shall provide immediate notice of the non-compliant work activity to the non-compliant Party and such notice shall include: 1) identification of the non-compliant work activity, 2) identification of the safety regulation violated, and 3) date and location of safety violation. If such non-compliant work activities pose an immediate threat to the safety of the other Party's employees, interference with the performance of the other Party's service obligations, or pose an immediate threat to the physical integrity of the other Party's facilities, the compliant Party may perform such work and/or take action as is necessary to correct the condition at the non-compliant Party's expense. In the event the non-compliant Party disputes any action the compliant Party seeks to take or has taken pursuant to this provision, the non-compliant Party may pursue immediate resolution by expedited Dispute Resolution. If the non-compliant Party fails to correct any safety non-compliance within ten (10) calendar Days of written notice of non-compliance, or if such non-compliance cannot be corrected within ten (10) calendar Days of written notice of non-compliance, and if the non-compliant Party fails to take all appropriate steps to correct as soon as reasonably possible, the compliant Party may pursue immediate resolution by expedited Dispute Resolution.

11.24 Qwest is not liable for any damage, theft or personal injury resulting from CLEC's employees, agents or vendors parking in a Qwest parking area.

11.25 CLEC's employees, agents or vendors outside the designated CLEC access area, or without proper identification may be asked to vacate the Premises and Qwest security

may be notified. Continued violations may result in termination of access privileges. Qwest shall provide immediate notice of the security violation to CLEC and such notice shall include: 1) identification of the security violation, 2) identification of the security regulation violated, and 3) date and location of security violation. CLEC will have five (5) calendar Days to remedy any such alleged security violation before any termination of access privileges for such individual. In the event CLEC disputes any action Qwest seeks to take or has taken pursuant to this provision, CLEC may pursue immediate resolution by expedited or other Dispute Resolution.

11.26 Building related problems may be referred to the Qwest Work Environment Centers:

800-879-3499 (CO, WY, AZ, NM)

800-201-7033 (all other Qwest states)

11.27 CLEC will submit a Qwest Collocation Access Application form for individuals needing to access Qwest facilities. CLEC and Qwest will meet to review applications and security requirements.

11.28 CLEC employees, agents and vendors will utilize only corridors, stairways and elevators that provide direct access to CLEC's space or the nearest restroom facility. Such access will be covered in orientation meetings. Access shall not be permitted to any other portions of the building.

11.29 CLEC will collect identification/access cards for any employees, agents or vendors no longer working on behalf of CLEC and forward them to Qwest Security. If cards or keys cannot be collected, CLEC will immediately notify Qwest at 800-210-8169.

11.30 CLEC will assist Qwest in validation and verification of identification of its employees, agents and vendors by providing a telephone contact available seven (7) Days a week, twenty-four (24) hours a Day.

11.31 Qwest and CLEC employees, agents and vendors will notify Qwest Service Assurance (800-713-3666) prior to gaining access into a Central Office after hours, for the purpose of disabling Central Office alarms for CLEC access. Normal business hours are 7:00 a.m. to 5:00 p.m.

11.32 CLEC will notify Qwest if CLEC has information that its employee, agent or vendor poses a safety and/or security risk. Qwest may deny access to anyone who in the reasonable judgment of Qwest threatens the safety or security of facilities or personnel.

11.33 CLEC will supply to Qwest Security, and keep up to date, a list of its employees, agents and vendors who require access to CLEC's space. The list will include names and social security numbers. Names of employees, agents or vendors to be added to the list will be provided to Qwest Security, who will provide it to the appropriate Qwest personnel.

11.34 Revenue Protection. Qwest shall make available to CLEC all present and future fraud prevention or revenue protection features. These features include, but are not limited to, screening codes, information digits '29' and '70' which indicate prison and COCOT pay phone originating line types respectively; call blocking of domestic, international, 800, 888, 900, NPA-976, 700 and 500 numbers. Qwest shall additionally provide partitioned access to fraud

prevention, detection and control functionality within pertinent Operations Support Systems which include but are not limited to LIDB Fraud monitoring systems.

11.34.1 Uncollectable or unbillable revenues resulting from, but not confined to, Provisioning, maintenance, or signal network routing errors shall be the responsibility of the Party causing such error or malicious acts, if such malicious acts could have reasonably been avoided.

11.34.2 Uncollectible or unbillable revenues resulting from the accidental or malicious alteration of software underlying Network Elements or their subtending Operational Support Systems by unauthorized third parties that could have reasonably been avoided shall be the responsibility of the Party having administrative control of access to said Network Element or operational support system software.

11.34.3 Qwest shall be responsible for any direct uncollectible or unbillable revenues resulting from the unauthorized physical attachment to Loop facilities from the Main Distribution Frame up to and including the Network Interface Device, including clip-on fraud, if Qwest could have reasonably prevented such fraud.

11.34.4 To the extent that incremental costs are directly attributable to a revenue protection capability requested by CLEC, those costs will be borne by CLEC.

11.34.5 To the extent that either Party is liable to any toll provider for fraud and to the extent that either Party could have reasonably prevented such fraud, the Party who could have reasonably prevented such fraud must indemnify the other for any fraud due to compromise of its network (e.g., clip-on, missing information digits, missing toll restriction, etc.).

11.34.6 If Qwest becomes aware of potential fraud with respect to CLEC's accounts, Qwest will promptly inform CLEC and, at the direction of CLEC, take reasonable action to mitigate the fraud where such action is possible.

11.35 Law Enforcement Interface. Qwest provides emergency assistance to 911 centers and law enforcement agencies seven (7) Days a week/twenty-four (24) hours a Day. Assistance includes, but is not limited to, release of 911 trace and subscriber information; in-progress trace requests; establishing emergency trace equipment, release of information from an emergency trap/trace or \*57 trace; requests for emergency subscriber information; assistance to law enforcement agencies in hostage/barricade situations, kidnappings, bomb threats, extortion/scams, runaways and life threats.

11.36 Qwest provides trap/trace, pen register and Title III assistance directly to law enforcement, if such assistance is directed by a court order. This service is provided during normal business hours, Monday through Friday. Exceptions are addressed in the above paragraph. The charges for these services will be billed directly to the law enforcement agency, without involvement of CLEC, for any lines served from Qwest Wire Centers or cross boxes.

11.37 In all cases involving telephone lines served from Qwest Wire Centers or cross boxes, whether the line is a resold line or Unbundled Loop element, Qwest will perform trap/trace Title III and pen register assistance directly with law enforcement. CLEC will not be involved or notified of such actions, due to non-disclosure court order considerations, as well as timely response duties when law enforcement agencies are involved. Exceptions to the above



will be those cases, as yet undetermined, where CLEC must participate due to technical reasons wherein its circuitry must be accessed or modified to comply with law enforcement, or for legal reasons that may evolve over time. CLEC will provide Qwest with a twenty-four (24) hours a Day, seven (7) Days a week contact for processing such requests, should they occur.

## **Section 12.0 - ACCESS TO OPERATIONAL SUPPORT SYSTEMS (OSS)**

### **12.1 Description**

12.1.1 Qwest has developed and shall continue to provide Operational Support System (OSS) interfaces using electronic gateways and manual processes. These gateways act as a mediation or control point between CLEC's and Qwest's OSS. These gateways provide security for the interfaces, protecting the integrity of the Qwest OSS and databases. Qwest's OSS interfaces have been developed to support Pre-ordering, Ordering and Provisioning, Maintenance and Repair and Billing. This section describes the interfaces and manual processes that Qwest has developed and shall provide to CLEC. Additional technical information and details shall be provided by Qwest in training sessions and documentation and support, such as the "Interconnect Mediated Access User's Guide." Qwest will continue to make improvements to the electronic interfaces as technology evolves, Qwest's legacy systems improve, or CLEC needs require. Qwest shall provide notification to CLEC consistent with the provisions of the Change Management Process (CMP) set forth in Section 12.2.6.

12.1.2 Through its electronic gateways and manual processes, Qwest shall provide CLEC non-discriminatory access to Qwest's OSS for Pre-ordering, Ordering and Provisioning, Maintenance and Repair, and Billing functions. For those functions with a retail analogue, such as pre-ordering and ordering and Provisioning of resold services, Qwest shall provide CLEC access to its OSS in substantially the same time and manner as it provides to itself. For those functions with no retail analogue, such as pre-ordering and ordering and Provisioning of Unbundled Elements, Qwest shall provide CLEC access to Qwest's OSS sufficient to allow an efficient competitor a meaningful opportunity to compete. Qwest will comply with the standards for access to OSS set forth in Section 20. Qwest shall deploy the necessary systems and personnel to provide sufficient access to each of the necessary OSS functions. Qwest shall provide assistance for CLEC to understand how to implement and use all of the available OSS functions. Qwest shall provide CLEC sufficient electronic and manual interfaces to allow CLEC equivalent access to all of the necessary OSS functions. Through its web site, training, disclosure documentation and development assistance, Qwest shall disclose to CLEC any internal business rules and other formatting information necessary to ensure that CLEC's requests and orders are processed efficiently. Qwest shall provide training to enable CLEC to devise its own course work for its own employees. Through its documentation available to CLEC, Qwest will identify how its interface differs from national guidelines or standards. Qwest shall provide OSS designed to accommodate both current demand and reasonably foreseeable demand.

### **12.2 OSS Support for Pre-Ordering, Ordering and Provisioning**

#### **12.2.1 Local Service Request (LSR) Ordering Process**

12.2.1.1 Qwest shall provide electronic interface gateways for submission of LSRs, including both an Electronic Data Interchange (EDI) interface and a Graphical User Interface (GUI).

12.2.1.2 The interface guidelines for EDI are based upon the Order & Billing Forum (OBF) Local Service Order Guidelines (LSOG), the Telecommunication Industry Forum (TCIF) Customer Service Guidelines; and the American National Standards Institute/Accredited Standards Committee (ANSI ASC) X12 protocols. Exceptions to the above guidelines/standards shall be specified in the EDI disclosure documents.

12.2.1.3 The GUI shall provide a single interface for Pre-Order and Order transactions from CLEC to Qwest and is browser based. The GUI interface shall be based on the LSOG and utilizes a WEB standard technology, Hyper Text Markup Language (HTML), JAVA and the Transmission Control Protocol/Internet Protocol (TCP/IP) to transmit messages.

12.2.1.4 Functions Pre Ordering - Qwest will provide real time, electronic access to pre-order functions to support CLEC's ordering via the electronic interfaces described herein. Qwest will make the following real time pre-order functions available to CLEC:

12.2.1.4.1 Features, services and Primary Interexchange Carrier (PIC) options for IntraLATA toll and InterLATA toll available at a valid service address;

12.2.1.4.2 Access to Customer Service Records (CSRs) for Qwest retail or resale End User Customers. The information will include Billing name, service address, Billing address, service and feature subscription, Directory Listing information, and long distance Carrier identity;

12.2.1.4.3 Telephone number request and selection;

12.2.1.4.4 Reservation of appointments for service installations requiring the dispatch of a Qwest technician on a non-discriminatory basis;

12.2.1.4.5 Information regarding whether dispatch is required for service installation and available installation appointments;

12.2.1.4.6 Service address verification;

12.2.1.4.7 Facility availability, Loop qualification, including resale-DSL, and Loop make-up information, including, but not limited to, Loop length, presence of Bridged Taps, repeaters, and loading coils.

12.2.1.4.8 A list of valid available CFAs for Unbundled Loops.

12.2.1.4.9 A list of one to five (1-5) individual Meet Points or a range of Meet Points for shared Loops.

12.2.1.4.10 Design Layout Record (DLR) Query which provides the layout for the local portion of a circuit at a particular location where applicable.

#### 12.2.1.5 Dial-Up Capabilities

12.2.1.5.1 Intentionally Left Blank.

12.2.1.5.2 Intentionally Left Blank.

12.2.1.5.3 When CLEC requests from Qwest more than fifty (50) SecurIDs for use by CLEC Customer service representatives at a single CLEC location, CLEC shall use a T1 line instead of dial-up access at that location. If CLEC is obtaining the line from Qwest, then CLEC shall be able to use SecurIDs until such time as Qwest provisions the T1 line and the line permits pre-order and

order information to be exchanged between Qwest and CLEC.

#### 12.2.1.6 Access Service Request (ASR) Ordering Process

12.2.1.6.1 Qwest shall provide a computer-to-computer batch file interface for submission of ASRs based upon the OBF Access Service Order Guidelines (ASOG). Qwest shall supply exceptions to these guidelines in writing in sufficient time for CLEC to adjust system requirements.

12.2.1.7 Facility Based EDI Listing Process -- Qwest shall provide a Facility Based EDI Listing interface to enable CLEC Listing data to be translated and passed into the Qwest Listing database. This interface is based upon OBF LSOG and ANSI ASC X12 standards. Qwest shall supply exceptions to these guidelines/standards in writing in sufficient time for CLEC to adjust system requirements.

12.2.1.8 Qwest will establish interface contingency plans and disaster recovery plans for the interfaces described in this Section. Qwest will work cooperatively with CLECs through the CMP process to consider any suggestions made by CLECs to improve or modify such plans. CLEC specific requests for modifications to such plans will be negotiated and mutually agreed upon between Qwest and CLEC.

12.2.1.9 Ordering and Provisioning - Qwest will provide access to ordering and status functions. CLEC will populate the service request to identify what features, services, or elements it wishes Qwest to provision in accordance with Qwest's published business rules.

12.2.1.9.1 Qwest shall provide all Provisioning services to CLEC during the same business hours that Qwest provisions services for its End User Customers. Qwest will provide out-of-hours Provisioning services to CLEC on a non-discriminatory basis as it provides such Provisioning services to itself, its End User Customers, its Affiliates or any other Party. Qwest shall disclose the business rules regarding out-of-hours Provisioning on its wholesale web site.

12.2.1.9.2 When CLEC places an electronic order, Qwest will provide CLEC with an electronic Firm Order Confirmation notice (FOC). The FOC will follow industry-standard formats and contain the Qwest Due Date for order completion. Upon completion of the order, Qwest will provide CLEC with an electronic completion notice which follows industry-standard formats and which states when the order was completed. Qwest supplies two (2) separate completion notices: 1) service order completion (SOC) which notifies CLEC that the service order record has been completed, and 2) Billing completion that notifies CLEC that the service order has posted to the Billing system.

12.2.1.9.3 When CLEC places a manual order, Qwest will provide CLEC with a manual Firm Order Confirmation notice. The confirmation notice will follow industry-standard formats. Upon completion of the order, Qwest will provide CLEC with a completion notice which follows industry-standard formats and which states when the order was completed. Qwest supplies two (2) separate completion notices: 1) service order completion (SOC) which notifies CLEC that the service order record has been completed, and 2) Billing completion that notifies CLEC that the service order has posted to the Billing system.

12.2.1.9.4 When CLEC places an electronic order, Qwest shall provide notification electronically of any instances when (1) Qwest's Committed Due Dates are in jeopardy of not being met by Qwest on any service or (2) an order is rejected. The standards for returning such notices are set forth in Section 20.

12.2.1.9.5 When CLEC places a manual order, Qwest shall provide notification of any instances when (1) Qwest's Committed Due Dates are in jeopardy of not being met by Qwest on any service or (2) an order is rejected. The standards for returning such notices are set forth in Section 20.

12.2.1.9.6 Business rules regarding rejection of LSRs or ASRs are subject to the provisions of Section 12.2.6.

12.2.1.9.7 Where Qwest provides installation on behalf of CLEC, Qwest shall advise the CLEC End User Customer to notify CLEC immediately if CLEC's End User Customer requests a service change at the time of installation.

## **12.2.2 Maintenance and Repair**

12.2.2.1 Qwest shall provide electronic interface gateways, including an Electronic Bonding interface and a GUI interface, for reviewing an End User Customer's trouble history at a specific location, conducting testing of an End User Customer's service where applicable, and reporting trouble to facilitate the exchange of updated information and progress reports between Qwest and CLEC while the Trouble Report (TR) is open and a Qwest technician is working on the resolution. CLEC may also report trouble through manual processes. For designed services, the TR will not be closed prior to verification by CLEC that trouble is cleared.

## **12.2.3 Interface Availability**

12.2.3.1 Qwest shall make its OSS interfaces available to CLEC during the hours listed in the Gateway Availability PIDs in Section 20.

12.2.3.2 Qwest shall notify CLEC in a timely manner regarding system downtime through mass email distribution and pop-up windows as applicable.

## **12.2.4 Billing**

12.2.4.1 For products billed out of the Qwest Interexchange Access Billing System (IABS), Qwest will utilize the existing CABS/BOS format and technology for the transmission of bills.

12.2.4.2 For products billed out of the Qwest Customer Record Information System (CRIS), Qwest will utilize the existing EDI standard for the transmission of monthly local Billing information. EDI is an established standard under the auspices of the ANSI/ASC X12 Committee. A proper subset of this specification has been adopted by the Telecommunications Industry Forum (TCIF) as the "811 Guidelines" specifically for the purposes of Telecommunications Billing. Any deviance from these standards and guidelines shall be documented and accessible to CLEC.

## 12.2.5 Outputs

Output information will be provided to CLEC in the form of bills, files, and reports. Bills will capture all regular monthly and incremental/usage charges and present them in a summarized format. The files and reports delivered to CLEC come in the following categories:

Usage Record File	Line Usage Information
Loss and Completion	Order Information
Category 11	Facility Based Line Usage Information
SAG/FAM	Street Address/Facility Availability Information

### 12.2.5.1 Bills

12.2.5.1.1 CRIS Summary Bill - The CRIS Summary Bill represents a monthly summary of charges for most wholesale products sold by Qwest. This bill includes a total of all charges by entity plus a summary of current charges and adjustments on each sub-account. Individual sub-accounts are provided as Billing detail and contain monthly, one-time charges and incremental/call detail information. The Summary Bill provides one bill and one payment document for CLEC. These bills are segmented by state and bill cycle. The number of bills received by CLEC is dictated by the product ordered and the Qwest region in which CLEC is operating.

12.2.5.1.2 IABS Bill - The IABS Bill represents a monthly summary of charges. This bill includes monthly and one-time charges plus a summary of any usage charges. These bills are segmented by product, LATA, Billing account number (BAN) and bill cycle.

### 12.2.5.2 Files and Reports

12.2.5.2.1 Daily Usage Record File provides the accumulated set of call information for a given Day as captured or recorded by the network Switches. This file will be transmitted Monday through Friday, excluding Qwest holidays. This information is a file of unrated Qwest originated usage messages and rated CLEC originated usage messages. It is provided in ATIS standard Electronic Message Interface (EMI) format. This EMI format is outlined in the document SR-320; which can be obtained directly from ATIS. The Daily Usage Record File contains multi-state data for the Data Processing Center generating this information. Individual state identification information is contained with the message detail. Qwest will provide this data to CLEC with the same level of precision and accuracy it provides itself. This file will be provided for resale products.

12.2.5.2.2 The charge for this Daily Usage Record File is contained in Exhibit A of this Agreement.

12.2.5.2.3 Routing of in-region IntraLATA Collect, Calling Card, and Third

Number Billed Messages - Qwest will distribute in-region IntraLATA collect, calling card, and third number billed messages to CLEC and exchange with other CLECs operating in region in a manner consistent with existing inter-company processing agreements. Whenever the daily usage information is transmitted to a Carrier, it will contain these records for these types of calls as well.

12.2.5.2.4 Loss Report provides CLEC with a daily report that contains a list of accounts that have had lines and/or services disconnected. This may indicate that the End User Customer has changed CLECs or removed services from an existing account. This report also details the order number, service name and address, and date this change was made. Individual reports will be provided for resale and Unbundled Loop products.

12.2.5.2.5 Completion Report provides CLEC with a daily report. This report is used to advise CLEC that the order(s) for the service(s) requested is complete. It details the order number, service name and address and date this change was completed. Individual reports will be provided for resale and Unbundled Loop products.

12.2.5.2.6 Category 11 Records are Exchange Message Records (EMR) which provide mechanized record formats that can be used to exchange access usage information between Qwest and CLEC. Category 1101 series records are used to exchange detailed access usage information.

12.2.5.2.7 Category 1150 series records are used to exchange summarized Meet Point Billed access minutes-of-use. Qwest will make accessible to CLEC through electronic means the transmission method/media types available for these mechanized records.

12.2.5.2.8 SAG/FAM Files. The SAG (Street Address Guide)/FAM (Features Availability Matrix) files contain the following information:

- a) SAG provides Address and Serving Central Office Information.
- b) FAM provides USOCs and descriptions by state (POTS services only), and USOC availability by NPA-NXX with the exception of Centrex. InterLATA/IntraLATA Carriers by NPA-NXX.

These files are made available via a download process. They can be retrieved by FTP (File Transfer Protocol), NDM connectivity, or a Web browser.

## **12.2.6 Change Management**

Qwest agrees to maintain a change management process, known as the Change Management Process (CMP), that is consistent with or exceeds industry guidelines, standards and practices to address Qwest's OSS, products and processes. The CMP shall include, but not be limited to, the following: (i) provide a forum for CLEC and Qwest to discuss CLEC and Qwest change requests (CR), CMP notifications, systems release life cycles, and communications; (ii) provide a forum for CLECs and Qwest to discuss and prioritize CRs, where applicable pursuant to Exhibit G; (iii) develop a mechanism to track and monitor CRs and CMP notifications; (iv) establish intervals where appropriate in the process; (v) processes by which CLEC impacts that

result from changes to Qwest's OSS, products or processes can be promptly and effectively resolved; (vi) processes that are effective in maintaining the shortest timeline practicable for the receipt, development and implementation of all CRs; (vii) sufficient dedicated Qwest processes to address and resolve in a timely manner CRs and other issues that come before the CMP body; (viii) processes for OSS Interface testing; (ix) information that is clearly organized and readily accessible to CLECs, including the availability of web-based tools; (x) documentation provided by Qwest that is effective in enabling CLECs to build an electronic gateway; and (xi) a process for changing CMP that calls for collaboration among CLECs and Qwest and requires agreement by the CMP participants. Pursuant to the scope and procedures set forth in Exhibit G, Qwest will submit to CLECs through the CMP, among other things, modifications to existing products and product and technical documentation available to CLECs, introduction of new products available to CLECs, discontinuance of products available to CLECs, modifications to pre-ordering, ordering/Provisioning, maintenance/repair or Billing processes, introduction of pre-ordering, ordering/Provisioning, maintenance/repair or Billing processes, discontinuance of pre-ordering, ordering/Provisioning, maintenance/repair or Billing processes, modifications to existing OSS interfaces, introduction of new OSS interfaces, and retirement of existing OSS interfaces. Qwest will maintain as part of CMP an escalation process so that CMP issues can be escalated to a Qwest representative authorized to make a final decision and a process for the timely resolution of disputes. The governing document for CMP, known as the "Change Management Process" Document is the subject of ongoing negotiations between Qwest and CLECs in the ongoing CMP redesign process. The CMP Document will continue to be changed through those discussions. The CMP Document reflects the commitments Qwest has made regarding maintaining its CMP and Qwest commits to implement agreements made in the CMP redesign process as soon as practicable after they are made. The CMP Document will be subject to change through the CMP process, as set forth in the CMP Document. Qwest will maintain the most current version of the CMP Document on its wholesale web site.

12.2.6.1 In the course of establishing operational ready system interfaces between Qwest and CLEC to support local service delivery, CLEC and Qwest may need to define and implement system interface specifications that are supplemental to existing standards. CLEC and Qwest will submit such specifications to the appropriate standards committee and will work towards their acceptance as standards.

12.2.6.2 Release updates will be implemented pursuant to the CMP.

12.2.6.3 Intentionally Left Blank.

#### **12.2.7 CLEC Responsibilities for Implementation of OSS Interfaces**

12.2.7.1 Before CLEC implementation can begin, CLEC must completely and accurately answer the New Customer Questionnaire as required in Section 3.2.

12.2.7.2 Once Qwest receives a complete and accurate New Customer Questionnaire, Qwest and CLEC will mutually agree upon time frames for implementation of connectivity between CLEC and the OSS interfaces.

#### **12.2.8 Qwest Responsibilities for On-going Support for OSS Interfaces**

Qwest will support previous EDI releases for six (6) months after the next subsequent EDI release has been deployed.



12.2.8.1 Qwest will provide written notice to CLEC of the need to migrate to a new release.

12.2.8.2 Qwest will provide an EDI Implementation Coordinator to work with CLEC for business scenario re-certification, migration and data conversion strategy definition.

12.2.8.3 Re-certification is the process by which CLEC demonstrates the ability to generate correct functional transactions for enhancements not previously certified. Qwest will provide the suite of tests for re-certification to CLEC with the issuance of the disclosure document.

12.2.8.4 Qwest shall provide training mechanisms for CLEC to pursue in educating its internal personnel. Qwest shall provide training necessary for CLEC to use Qwest's OSS interfaces and to understand Qwest's documentation, including Qwest's business rules.

## **12.2.9 CLEC Responsibilities for On-going Support for OSS Interfaces**

12.2.9.1 If using the GUI interface, CLEC will take reasonable efforts to train CLEC personnel on the GUI functions that CLEC will be using.

12.2.9.2 An exchange protocol will be used to transport EDI formatted content. CLEC must perform certification testing of exchange protocol prior to using the EDI interface.

12.2.9.3 Qwest will provide CLEC with access to a stable testing environment that mirrors production to certify that its OSS will be capable of interacting smoothly and efficiently with Qwest's OSS. Qwest has established the following test processes to assure the implementation of a solid interface between Qwest and CLEC:

12.2.9.3.1 Connectivity Testing – CLEC and Qwest will conduct connectivity testing. This test will establish the ability of the trading partners to send and receive EDI messages effectively. This test verifies the communications between the trading partners. Connectivity is established during each phase of the implementation cycle. This test is also conducted prior to controlled production and before going live in the production environment if CLEC or Qwest has implemented environment changes when moving into production.

12.2.9.3.2 Stand-Alone Testing Environment (SATE) – Qwest's stand-alone testing environment will take pre-order and order requests, pass them to the stand-alone database, and return responses to CLEC during its development and implementation of EDI. The SATE provides CLEC the opportunity to validate its technical development efforts built via Qwest documentation without the need to schedule test times. This testing verifies CLEC's ability to send correctly formatted EDI transactions through the EDI system edits successfully for both new and existing releases. SATE uses test account data supplied by Qwest. Qwest will make additions to the test beds and test accounts as it introduces new OSS electronic interface capabilities, including support of new products and services, new interface features, and functionalities. All SATE pre-order queries and orders are subjected to the same edits as production pre-order and order

transactions. This testing phase is optional.

**12.2.9.3.3 Interoperability Testing** – CLEC has the option of participating with Qwest in Interoperability testing to provide CLEC with the opportunity to validate technical development efforts and to quantify processing results. Interoperability testing verifies CLEC's ability to send correct EDI transactions through the EDI system edits successfully. Interoperability testing requires the use of valid data in Qwest production systems. All Interoperability pre-order queries and order transactions are subjected to the same edits as production orders. This testing phase is optional when CLEC has conducted Stand-Alone Testing successfully. Qwest shall process pre-order transactions in Qwest's production OSS and order transactions through the business processing layer of the EDI interfaces.

**12.2.9.3.4 Controlled Production** – Qwest and CLEC will perform controlled production. The controlled production process is designed to validate the ability of CLEC to transmit EDI data that completely meets X12 standards definitions and complies with all Qwest business rules. Controlled production consists of the controlled submission of actual CLEC production requests to the Qwest production environment. Qwest treats these pre-order queries and orders as production pre-order and order transactions. Qwest and CLEC use controlled production results to determine operational readiness. Controlled production requires the use of valid account and order data. All certification orders are considered to be live orders and will be provisioned.

**12.2.9.3.5** If CLEC is using EDI, Qwest shall provide CLEC with a pre-allotted amount of time to complete certification of its business scenarios. Qwest will allow CLEC a reasonably sufficient amount of time during the day and a reasonably sufficient number of days during the week to complete certification of its business scenarios consistent with CLEC's business plan. It is the sole responsibility of CLEC to schedule an appointment with Qwest for certification of its business scenarios. CLEC must make every effort to comply with the agreed upon dates and times scheduled for the certification of its business scenarios. If the certification of business scenarios is delayed due to CLEC, it is the sole responsibility of CLEC to schedule new appointments for certification of its business scenarios. Qwest will make reasonable efforts to accommodate CLEC schedule. Conflicts in the schedule could result in certification being delayed. If a delay is due to Qwest, Qwest will honor CLEC's schedule through the use of alternative hours.

**12.2.9.4** If CLEC is using the EDI interface, CLEC must work with Qwest to certify the business scenarios that CLEC will be using in order to ensure successful transaction processing. Qwest and CLEC shall mutually agree to the business scenarios for which CLEC requires certification. Certification will be granted for the specified release of the EDI interface. If CLEC is certifying multiple products or services, CLEC has the option of certifying those products or services serially or in parallel where Technically Feasible.

**12.2.9.4.1** For a new software release or upgrade, Qwest will provide CLEC a stable testing environment that mirrors the production environment in order for CLEC to test the new release. For software releases and upgrades, Qwest has implemented the testing processes set forth in Sections 12.2.9.3.2,

12.2.9.3.3 and 12.2.9.3.4.

12.2.9.5 New releases of the EDI interface may require re-certification of some or all business scenarios. A determination as to the need for re-certification will be made by the Qwest coordinator in conjunction with the release manager of each IMA EDI release. Notice of the need for re-certification will be provided to CLEC as the new release is implemented. The suite of re-certification test scenarios will be provided to CLEC with the disclosure document. If CLEC is certifying multiple products or services, CLEC has the option of certifying those products or services serially or in parallel, where Technically Feasible.

12.2.9.6 CLEC will contact the Qwest EDI Implementation Coordinator to initiate the migration process. CLEC may not need to certify to every new EDI release, however, CLEC must complete the re-certification and migration to the new EDI release within six (6) months of the deployment of the new release. CLEC will use reasonable efforts to provide sufficient support and personnel to ensure that issues that arise in migrating to the new release are handled in a timely manner.

12.2.9.6.1 The following rules apply to initial development and certification of EDI interface versions and migration to subsequent EDI interface versions:

12.2.9.6.1.1 Stand Alone and/or Interoperability testing must begin on the prior release before the next release is implemented. Otherwise, CLEC will be required to move its implementation plan to the next release.

12.2.9.6.1.2 New EDI users must be certified and in production with at least one (1) product and one (1) order activity type on a prior release two (2) months after the implementation of the next release. Otherwise, CLEC will be required to move its implementation plan to the next release.

12.2.9.6.1.3 Any EDI user that has been placed into production on the prior release not later than two (2) months after the next release implementation may continue certifying additional products and activities until two (2) months prior to the retirement of the release. To be placed into production, the products/order activities must have been tested in the SATE or Interoperability environment before two (2) months after the implementation of the next release.

12.2.9.7 CLEC will be expected to execute the re-certification test cases in the stand alone and/or Interoperability test environments. CLEC will provide Purchase Order Numbers (PONs) of the successful test cases to Qwest.

12.2.9.8 In addition to the testing set forth in other sections of Section 12.2.9, upon request by CLEC, Qwest shall enter into negotiations for comprehensive production test procedures. In the event that agreement is not reached, CLEC shall be entitled to employ, at its choice, the Dispute Resolution procedures of this Agreement or expedited resolution through request to the state Commission to resolve any differences. In such cases, CLEC shall be entitled to testing that is reasonably necessary to accommodate identified business plans or operations needs, accounting for any other testing relevant

to those plans or needs. As part of the resolution of such dispute, there shall be considered the issue of assigning responsibility for the costs of such testing. Absent a finding that the test scope and activities address issues of common interest to the CLEC community, the costs shall be assigned to CLEC requesting the test procedures.

#### **12.2.10 CLEC Support**

12.2.10.1 Qwest shall provide documentation and assistance for CLEC to understand how to implement and use all of the available OSS functions. Qwest shall provide to CLEC in writing any internal business rules and other formatting information necessary to ensure that CLEC's requests and orders are processed efficiently. This assistance will include, but is not limited to, contacts to the CLEC account team, training, documentation, and CLEC Help Desk. Qwest will also supply CLEC with an escalation level contact list in the event issues are not resolved via contacts to the CLEC account team, training, documentation and CLEC Help Desk.

##### **12.2.10.2 CLEC Help Desk**

12.2.10.2.1 The CLEC Systems Help Desk will provide a single point of entry for CLEC to gain assistance in areas involving connectivity, system availability, and file outputs. The CLEC Systems Help Desk areas are further described below.

12.2.10.2.1.1 Connectivity covers trouble with CLEC's access to the Qwest system for hardware configuration requirements with relevance to EDI and GUI interfaces; software configuration requirements with relevance to EDI and GUI interfaces; modem configuration requirements, T1 configuration and dial-in string requirements, firewall access configuration, SecurID configuration, Profile Setup, and password verification.

12.2.10.2.1.2 System Availability covers system errors generated during an attempt by CLEC to place orders or open trouble reports through EDI and GUI interfaces. These system errors are limited to: Resale/POTS; UNE POTS; Design Services and Repair.

12.2.10.2.1.3 File Outputs covers CLEC's output files and reports produced from its usage and order activity. File outputs system errors are limited to: Daily Usage File; Loss / Completion File, IABS Bill, CRIS Summary Bill, Category 11 Report and SAG/FAM Reports.

12.2.10.3 Additional assistance to CLEC is available through various public web sites. These web sites provide electronic interface training information and user documentation and technical specifications and are located on Qwest's wholesale web site. Qwest will provide Interconnect Service Center Help Desks which will provide a single point of contact for CLEC to gain assistance in areas involving order submission and manual processes.

### **12.2.11 Compensation/Cost Recovery**

Recurring and nonrecurring OSS startup charges, as applicable, will be billed at rates set forth in Exhibit A. Any such rates will be consistent with Existing Rules. Qwest shall not impose any recurring or nonrecurring OSS start up charges unless and until the Commission authorizes Qwest to impose such charges and/or approves applicable rates at the completion of appropriate cost docket proceedings.

## **12.3 Maintenance and Repair**

### **12.3.1 Service Levels**

12.3.1.1 Qwest will provide repair and maintenance for all services covered by this Agreement in substantially the same time and manner as that which Qwest provides for itself, its End User Customers, its Affiliates, or any other party. Qwest shall provide CLEC repair status information in substantially the same time and manner as Qwest provides for its retail services.

12.3.1.2 During the term of this Agreement, Qwest will provide necessary maintenance business process support to allow CLEC to provide similar service quality to that provided by Qwest to itself, its End User Customers, its Affiliates, or any other party.

12.3.1.3 Qwest will perform repair service that is substantially the same in timeliness and quality to that which it provides to itself, its End User Customers, its Affiliates, or any other party. Trouble calls from CLEC shall receive response time priority that is substantially the same as that provided to Qwest, its End User Customers, its Affiliates, or any other party and shall be handled in a nondiscriminatory manner.

### **12.3.2 Branding**

12.3.2.1 Qwest shall use unbranded Maintenance and Repair forms while interfacing with CLEC End User Customers. Upon request, Qwest shall use CLEC provided and branded Maintenance and Repair forms. Qwest may not unreasonably interfere with branding by CLEC.

12.3.2.2 Except as specifically permitted by CLEC, in no event shall Qwest provide information to CLEC subscribers about CLEC or CLEC product or services.

12.3.2.3 This section shall confer on Qwest no rights to the service marks, trademarks and trade names owned by or used in connection with services offered by CLEC or its Affiliates, except as expressly permitted by CLEC.

### **12.3.3 Service Interruptions**

12.3.3.1 The characteristics and methods of operation of any circuits, facilities or equipment of either Party connected with the services, facilities or equipment of the other Party pursuant to this Agreement shall not: 1) interfere with or impair service over any facilities of the other Party, its affiliated companies, or its connecting and concurring Carriers involved in its services; 2) cause damage to the plant of the other Party, its affiliated companies, or its connecting concurring Carriers involved in its services; 3)

violate any Applicable Law or regulation regarding the invasion of privacy of any communications carried over the Party's facilities; or 4) create hazards to the employees of either Party or to the public. Each of these requirements is hereinafter referred to as an "Impairment of Service".

12.3.3.2 If it is confirmed that either Party is causing an Impairment of Service, as set forth in this Section, the Party whose network or service is being impaired (the "Impaired Party") shall promptly notify the Party causing the Impairment of Service (the "Impairing Party") of the nature and location of the problem. The Impaired Party shall advise the Impairing Party that, unless promptly rectified, a temporary discontinuance of the use of any circuit, facility or equipment may be required. The Impairing Party and the Impaired Party agree to work together to attempt to promptly resolve the Impairment of Service. If the Impairing Party is unable to promptly remedy the Impairment of Service, the Impaired Party may temporarily discontinue use of the affected circuit, facility or equipment.

12.3.3.3 To facilitate trouble reporting and to coordinate the repair of the service provided by each Party to the other under this Agreement, each Party shall designate a repair center for such service.

12.3.3.4 Each Party shall furnish a trouble reporting telephone number for the designated repair center. This number shall give access to the location where records are normally located and where current status reports on any trouble reports are readily available. If necessary, alternative out-of-hours procedures shall be established to ensure access to a location that is staffed and has the authority to initiate corrective action.

12.3.3.5 Before either Party reports a trouble condition, it shall use its best efforts to isolate the trouble to the other's facilities.

12.3.3.5.1 In cases where a trouble condition affects a significant portion of the other's service, the Parties shall assign the same priority provided to CLEC as itself, its End User Customers, its Affiliates, or any other party.

12.3.3.5.2 The Parties shall cooperate in isolating trouble conditions.

#### **12.3.4 Trouble Isolation**

12.3.4.1 CLEC is responsible for its own End User Customer base and will have the responsibility for resolution of any service trouble report(s) from its End User Customers. CLEC will perform trouble isolation on services it provides to its End User Customers to the extent the capability to perform such trouble isolation is available to CLEC, prior to reporting trouble to Qwest. CLEC shall have access for testing purposes at the Demarcation Point, NID, or Point of Interface. Qwest will work cooperatively with CLEC to resolve trouble reports when the trouble condition has been isolated and found to be within a portion of Qwest's network. Qwest and CLEC will report trouble isolation test results to the other. Each Party shall be responsible for the costs of performing trouble isolation on its facilities, subject to Sections 12.3.4.2 and 12.3.4.3.

12.3.4.2 When CLEC requests that Qwest perform trouble isolation with CLEC, a Maintenance of Service charge will apply if the trouble is found to be on the End User

Customer's side of the Demarcation Point. If the trouble is on the End User Customer's side of the Demarcation Point, and CLEC authorizes Qwest to repair trouble on CLEC's behalf, Qwest will charge CLEC the appropriate Additional Labor Charge set forth in Exhibit A in addition to the Maintenance of Service charge.

12.3.4.3 When CLEC elects not to perform trouble isolation and Qwest performs tests at CLEC request, a Maintenance of Service Charge shall apply if the trouble is not in Qwest's facilities, including Qwest's facilities leased by CLEC. Maintenance of Service charges are set forth in Exhibit A. When trouble is found on Qwest's side of the Demarcation Point, or Point of Interface during the investigation of the initial or repeat trouble report for the same line or circuit within thirty (30) Days, Maintenance of Service charges shall not apply.

### **12.3.5 Inside Wire Maintenance**

Except where specifically required by state or federal regulatory mandates, Qwest will not perform any maintenance of inside wire (premises wiring beyond the End User Customer's Demarcation Point) for CLEC or its End User Customers.

### **12.3.6 Testing/Test Requests/Coordinated Testing/UNEs**

12.3.6.1 Where CLEC does not have the ability to diagnose and isolate trouble on a Qwest line, circuit, or service provided in this Agreement that CLEC is utilizing to serve an End User Customer, Qwest will conduct testing, to the extent testing capabilities are available to Qwest, to diagnose and isolate a trouble in substantially the same time and manner that Qwest provides for itself, its End User Customers, its Affiliates, or any other party.

12.3.6.2 Prior to Qwest conducting a test on a line, circuit, or service provided in this Agreement that CLEC is utilizing to serve an End User Customer, Qwest must receive a trouble report from CLEC.

12.3.6.3 On manually reported trouble for non-designed services, Qwest will provide readily available test results to CLEC or test results to CLEC in accordance with any applicable Commission rule for providing test results to End User Customers or CLECs. On manually reported trouble for designed services provided in this Agreement, Qwest will provide CLEC test results upon request. For electronically reported trouble, Qwest will provide CLEC with the ability to obtain basic test results in substantially the same time and manner that Qwest provides for itself, its End User Customers, its Affiliates, or any other party.

12.3.6.4 CLEC shall isolate the trouble condition to Qwest's portion of the line, circuit, or service provided in this Agreement before Qwest accepts a trouble report for that line, circuit or service. Once Qwest accepts the trouble report from CLEC, Qwest shall process the trouble report in substantially the same time and manner as Qwest does for itself, its End User Customers, its Affiliates, or any other party.

12.3.6.5 Qwest shall test to ensure electrical continuity of all UNEs, including Central Office Demarcation Point, and services it provides to CLEC prior to closing a trouble report.

### **12.3.7 Work Center Interfaces**

12.3.7.1 Qwest and CLEC shall work cooperatively to develop positive, close working relationships among corresponding work centers involved in the trouble resolution processes.

### **12.3.8 Misdirected Repair Calls**

12.3.8.1 CLEC and Qwest will employ the following procedures for handling misdirected repair calls:

12.3.8.1.1 CLEC and Qwest will provide their respective End User Customers with the correct telephone numbers to call for access to their respective repair bureaus.

12.3.8.1.2 End User Customers of CLEC shall be instructed to report all cases of trouble to CLEC. End User Customers of Qwest shall be instructed to report all cases of trouble to Qwest.

12.3.8.1.3 To the extent the correct provider can be determined, misdirected repair calls will be referred to the proper provider of Basic Exchange Telecommunications Service; however, nothing in this Agreement shall be deemed to prohibit Qwest or CLEC from discussing its products and services with CLEC's or Qwest's End User Customers who call the other Party seeking such information.

12.3.8.1.4 CLEC and Qwest will provide their respective repair contact numbers to one another on a reciprocal basis.

12.3.8.1.5 In responding to repair calls, CLEC's End User Customers contacting Qwest in error will be instructed to contact CLEC; and Qwest's End User Customers contacting CLEC in error will be instructed to contact Qwest. In responding to calls, neither Party shall make disparaging remarks about each other. To the extent the correct provider can be determined, misdirected calls received by either Party will be referred to the proper provider of local Exchange Service; however, nothing in this Agreement shall be deemed to prohibit Qwest or CLEC from discussing its products and services with CLEC's or Qwest's End User Customers who call the other Party seeking such information.

### **12.3.9 Major Outages/Restoral/Notification**

12.3.9.1 Qwest will notify CLEC of major network outages in substantially the same time and manner as it provides itself, its End User Customers, its Affiliates, or any other party. This notification will be via e-mail to CLEC's identified contact. With the minor exception of certain Proprietary Information such as Customer information, Qwest will utilize the same thresholds and processes for external notification as it does for internal purposes. This major outage information will be sent via e-mail on the same schedule as is provided internally within Qwest. The email notification schedule shall consist of initial report of abnormal condition and estimated restoration time/date, abnormal condition updates, and final disposition. Service restoration will be non-discriminatory, and will be accomplished as quickly as possible according to Qwest



and/or industry standards.

12.3.9.2 Qwest will meet with associated personnel from CLEC to share contact information and review Qwest's outage restoral processes and notification processes.

12.3.9.3 Qwest's emergency restoration process operates on a 7X24 basis.

#### **12.3.10 Protective Maintenance**

12.3.10.1 Qwest will perform scheduled maintenance of substantially the same type and quality to that which it provides to itself, its End User Customers, its Affiliates, or any other party.

12.3.10.2 Qwest will work cooperatively with CLEC to develop industry-wide processes to provide as much notice as possible to CLEC of pending maintenance activity. Qwest shall provide notice of potentially CLEC Customer impacting maintenance activity, to the extent Qwest can determine such impact, and negotiate mutually agreeable dates with CLEC in substantially the same time and manner as it does for itself, its End User Customers, its Affiliates, or any other party.

12.3.10.3 Qwest shall advise CLEC of non-scheduled maintenance, testing, monitoring, and surveillance activity to be performed by Qwest on any services, including, to the extent Qwest can determine, any hardware, equipment, software, or system providing service functionality which may potentially impact CLEC and/or CLEC End User Customers. Qwest shall provide the maximum advance notice of such non-scheduled maintenance and testing activity possible, under the circumstances; provided, however, that Qwest shall provide emergency maintenance as promptly as possible to maintain or restore service and shall advise CLEC promptly of any such actions it takes.

#### **12.3.11 Hours of Coverage**

12.3.11.1 Qwest's repair operation is seven (7) Days a week, twenty-four (24) hours a day. Not all functions or locations are covered with scheduled employees on a 7X24 basis. Where such 7X24 coverage is not available, Qwest's repair operations center (always available 7X24) can call-out technicians or other personnel required for the identified situation.

#### **12.3.12 Escalations**

12.3.12.1 Qwest will provide trouble escalation procedures to CLEC. Such procedures will be substantially the same type and quality as Qwest employs for itself, its End User Customers, its Affiliates, or any other party. Qwest escalations are manual processes.

12.3.12.2 Qwest repair escalations may be initiated by either calling the trouble reporting center or through the electronic interfaces. Escalations sequence through five tiers: tester, duty supervisor, manager, director, vice president. The first escalation point is the tester. CLEC may request escalation to higher tiers in its sole discretion. Escalations status is available through telephone and the electronic interfaces.

12.3.12.3 Qwest shall handle chronic troubles on non-designed services, which are

those greater than three (3) troubles in a rolling thirty (30) Day period, pursuant to Section 12.2.2.1.

#### **12.3.13 Dispatch**

12.3.13.1 Qwest will provide maintenance dispatch personnel in substantially the same time and manner as it provides for itself, its End User Customers, its Affiliates, or any other party.

12.3.13.2 Upon the receipt of a trouble report from CLEC, Qwest will follow internal processes and industry standards, to resolve the repair condition. Qwest will dispatch repair personnel on occasion to repair the condition. It will be Qwest's decision whether or not to send a technician out on a dispatch. Qwest reserves the right to make this dispatch decision based on the best information available to it in the trouble resolution process. It is not always necessary to dispatch to resolve trouble; should CLEC require a dispatch when Qwest believes the dispatch is not necessary, appropriate charges will be billed by Qwest to CLEC for those dispatch-related costs in accordance with Exhibit A if Qwest can demonstrate that the dispatch was in fact unnecessary to the clearance of trouble or the trouble is identified to be caused by CLEC facilities or equipment.

12.3.13.3 For POTS lines and designed service circuits, Qwest is responsible for all Maintenance and Repair of the line or circuit and will make the determination to dispatch to locations other than the CLEC Customer premises without prior CLEC authorization. For dispatch to the CLEC Customer premises Qwest shall obtain prior CLEC authorization with the exception of major outage restoration, cable rearrangements, and MTE terminal maintenance/replacement.

#### **12.3.14 Electronic Reporting**

12.3.14.1 CLEC may submit Trouble Reports through the Electronic Bonding or GUI interfaces provided by Qwest.

12.3.14.2 The status of manually reported trouble may be accessed by CLEC through electronic interfaces.

#### **12.3.15 Intervals/Parity**

12.3.15.1 Similar trouble conditions, whether reported on behalf of Qwest End User Customers or on behalf of CLEC End User Customers, will receive commitment intervals in substantially the same time and manner as Qwest provides for itself, its End User Customers, its Affiliates, or any other party.

#### **12.3.16 Jeopardy Management**

12.3.16.1 Qwest will notify CLEC, in substantially the same time and manner as Qwest provides this information to itself, its End User Customers, its Affiliates, or any other party, that a trouble report commitment (appointment or interval) has been or is likely to be missed. At CLEC option, notification may be sent by email or fax through the electronic interface. CLEC may telephone Qwest repair center or use the electronic interfaces to obtain jeopardy status.

### **12.3.17 Trouble Screening**

12.3.17.1 CLEC shall screen and test its End User Customer trouble reports completely enough to insure, to the extent possible, that it sends to Qwest only trouble reports that involve Qwest facilities. For services and facilities where the capability to test all or portions of the Qwest network service or facility rest with Qwest, Qwest will make such capability available to CLEC to perform appropriate trouble isolation and screening.

12.3.17.2 Qwest will cooperate with CLEC to show CLEC how Qwest screens trouble conditions in its own centers, so that CLEC may employ similar techniques in its centers.

### **12.3.18 Maintenance Standards**

12.3.18.1 Qwest will cooperate with CLEC to meet the maintenance standards outlined in this Agreement.

12.3.18.2 On manually reported trouble, Qwest will inform CLEC of repair completion in substantially the same time and manner as Qwest provides to itself, its End User Customers, its Affiliates, or any other party. On electronically reported trouble reports the electronic system will automatically update status information, including trouble completion, across the joint electronic gateway as the status changes.

### **12.3.19 End User Customer Interface Responsibilities**

12.3.19.1 CLEC will be responsible for all interactions with its End User Customers including service call handling and notifying its End User Customers of trouble status and resolution.

12.3.19.2 All Qwest employees who perform repair service for CLEC End User Customers will be trained in non-discriminatory behavior.

12.3.19.3 Qwest will recognize the designated CLEC/DLEC as the Customer of Record for all services ordered by CLEC/DLEC and will send all notices, invoices and pertinent information directly to CLEC/DLEC. Except as otherwise specifically provided in this Agreement, Customer of Record shall be Qwest's single and sole point of contact for all CLEC/DLEC End User Customers.

### **12.3.20 Repair Call Handling**

12.3.20.1 Manually-reported repair calls by CLEC to Qwest will be answered with the same quality and speed as Qwest answers calls from its own End User Customers.

### **12.3.21 Single Point of Contact**

12.3.21.1 Qwest will provide a single point of contact for CLEC to report maintenance issues and trouble reports seven (7) Days a week, twenty-four (24) hours a day. A single 7X24 trouble reporting telephone number will be provided to CLEC for each category of trouble situation being encountered.

### **12.3.22 Network Information**

12.3.22.1 Qwest maintains an information database, available to CLEC for the purpose of allowing CLEC to obtain information about Qwest's NPAs, LATAs, Access Tandem Switches and Central Offices.

12.3.22.2 This database is known as the ICONN database, available to CLEC via Qwest's Web site.

12.3.22.3 CPNI Information and NXX activity reports are also included in this database.

12.3.22.4 ICONN data is updated in substantially the same time and manner as Qwest updates the same data for itself, its End User Customers, its Affiliates, or any other party.

### **12.3.23 Maintenance Windows**

12.3.23.1 Generally, Qwest performs major Switch maintenance activities off-hours, during certain "maintenance windows". Major Switch maintenance activities include Switch conversions, Switch generic upgrades and Switch equipment additions.

12.3.23.2 Generally, the maintenance window is between 10:00 p.m. through 6:00 a.m. Monday through Friday, and Saturday 10:00 p.m. through Monday 6:00 a.m., Mountain Time. Although Qwest normally does major Switch maintenance during the above maintenance window, there will be occasions where this will not be possible. Qwest will provide notification of any and all maintenance activities that may impact CLEC ordering practices such as embargoes, moratoriums, and quiet periods in substantially the same time and manner as Qwest provides this information to itself, its End User Customers, its Affiliates, or any other party.

12.3.23.3 Intentionally Left Blank.

12.3.23.4 Planned generic upgrades to Qwest Switches are included in the ICONN database, available to CLEC via Qwest's Web site.

### **12.3.24 Switch and Frame Conversion Service Order Practices**

12.3.24.1 Switch Conversions. Switch conversion activity generally consists of the removal of one Switch and its replacement with another. Generic Switch software or hardware upgrades, the addition of Switch line and trunk connection hardware and the addition of capacity to a Switch do not constitute Switch conversions.

12.3.24.2 Frame Conversions. Frame conversions are generally the removal and replacement of one or more frames, upon which the Switch Ports terminate.

12.3.24.3 Conversion Date. The "Conversion Date" is a Switch or frame conversion planned day of cut-over to the replacement frame(s) or Switch. The actual conversion time typically is set for midnight of the Conversion Date. This may cause the actual Conversion Date to migrate into the early hours of the day after the planned Conversion Date.

12.3.24.4      **Conversion Embargoes.** A Switch or frame conversion embargo is the time period that the Switch or frame Trunk Side facility connections are frozen to facilitate conversion from one Switch or frame to another with minimal disruption to the End User Customer or CLEC services. During the embargo period, Qwest will reject orders for Trunk Side facilities (see Section 12.3.24.4.1) other than conversion orders described in Section 12.3.24.4.3. Notwithstanding the foregoing and to the extent Qwest provisions trunk or trunk facility related service orders for itself, its End User Customers, its Affiliates, or any other party during embargoes, Qwest shall provide CLEC the same capabilities.

12.3.24.4.1      **ASRs for Switch or frame Trunk Side facility augments to capacity or changes to Switch or frame Trunk Side facilities** must be issued by CLEC with a Due Date prior to or after the appropriate embargo interval as identified in the ICONN database. Qwest shall reject Switch or frame Trunk Side ASRs to augment capacity or change facilities issued by CLEC or Qwest, its End User Customers, its Affiliates or any other party during the embargo period, regardless of the order's Due Date except for conversion ASRs described in Section 12.3.24.4.3.

12.3.24.4.2      **For Switch and Trunk Side frame conversions,** Qwest shall provide CLEC with conversion trunk group service requests (TGSR) no less than ninety (90) Days before the Conversion Date.

12.3.24.4.3      **For Switch and Trunk Side frame conversions,** CLEC shall issue facility conversion ASRs to Qwest no later than thirty (30) Days before the Conversion Date for like-for-like, where CLEC mirrors their existing circuit design from the old Switch or frame to the new Switch or frame, and sixty (60) Days before the Conversion Date for addition of trunk capacity or modification of circuit characteristics (i.e., change of AMI to B8ZS).

12.3.24.5      **Frame Embargo Period.** During frame conversions, service orders and ASRs shall be subject to an embargo period for services and facilities connected to the affected frame. For conversion of trunks where CLEC mirrors their existing circuit design from the old frame to the new frame on a like-for-like basis, such embargo period shall extend from thirty (30) Days prior to the Conversion Date until five (5) Days after the Conversion Date. If CLEC requests the addition of trunk capacity or modification of circuit characteristics (i.e., change of AMI to B8ZS) to the new frame, new facility ASRs shall be placed, and the embargo period shall extend from sixty (60) Days prior to the Conversion Date until five (5) Days after the Conversion Date. Prior to instituting an embargo period, Qwest shall identify the particular dates and locations for frame conversion embargo periods in its ICONN database in substantially the same time and manner as Qwest notifies itself, its End User Customers, Affiliates, or any other party.

12.3.24.6      **Switch Embargo Period.** During Switch conversions, service orders and ASRs shall be subject to an embargo period for services and facilities associated with the Trunk Side of the Switch. For conversion of trunks where CLEC mirrors their existing circuit design from the old Switch to the new Switch on a like-for-like basis, such embargo period shall extend from thirty (30) Days prior to the Conversion Date until five (5) Days after the Conversion Date. If CLEC requests the addition of trunk capacity or modification of circuit characteristics to the new Switch, new facility ASRs shall be placed, and the embargo period shall extend from sixty (60) Days prior to the

Conversion Date until five (5) Days after the Conversion Date. Prior to instituting an embargo period, Qwest shall identify the particular dates and locations for Switch conversion embargo periods in its ICONN database in substantially the same time and manner as Qwest notifies itself, its End User Customers, Affiliates, or any other party.

12.3.24.7 Switch and Frame Conversion Quiet Periods for LSRs. Switch and frame conversion quiet periods are the time period within which LSRs may not contain Due Dates, with the exception of LSRs that result in disconnect orders, including those related to LNP orders, record orders, Billing change orders for non-switched products, and emergency orders.

12.3.24.7.1 LSRs of any kind issued during Switch or frame conversion quiet periods create the potential for loss of End User Customer service due to manual operational processes caused by the Switch or frame conversion. LSRs of any kind issued during the Switch or frame conversion quiet periods will be handled as set forth below, with the understanding that Qwest shall use its best efforts to avoid the loss of End User Customer service. Such best efforts shall be substantially the same time and manner as Qwest uses for itself, its End User Customers, its Affiliates, or any other party.

12.3.24.7.2 The quiet period for Switch conversions, where no LSRs except those requesting order activity described in 12.3.24.7 are processed for the affected location, extends from five (5) Days prior to conversion until two (2) Days after the conversion and is identified in the ICONN database.

12.3.24.7.3 The quiet period for frame conversions, where no LSRs except those requesting order activity described in 12.3.24.7 are processed or the affected location, extends from five (5) Days prior to conversion until two (2) Days after the conversion.

12.3.24.7.4 LSRs, except those requesting order activity described in 12.3.24.7, (i) must be issued with a Due Date prior to or after the conversion quiet period and (ii) may not be issued during the quiet period. LSRs that do not meet these requirements will be rejected by Qwest.

12.3.24.7.5 LSRs requesting disconnect activity issued during the quiet period, regardless of requested Due Date, will be processed after the quiet period expires.

12.3.24.7.6 CLEC may request a Due Date change to a LNP related disconnect scheduled during quiet periods up to 12:00 noon Mountain Time the Day prior to the scheduled LSR Due Date. Such changes shall be requested by issuing a supplemental LSR requesting a Due Date change. Such changes shall be handled as emergency orders by Qwest.

12.3.24.7.7 CLEC may request a Due Date change to a LNP related disconnect order scheduled during quiet periods after 12:00 noon Mountain Time the Day prior to the scheduled LSR Due Date until 12 noon Mountain Time the Day after the scheduled LSR Due Date. Such changes shall be requested by issuing a supplemental LSR requesting a Due Date change and contacting the Interconnect Service Center. Such changes shall be handled as emergency

orders by Qwest.

12.3.24.7.8 In the event that CLEC End User Customer service is disconnected in error, Qwest will restore service in substantially the same time and manner as Qwest does for itself, its End User Customers, its Affiliates, or any other party. Restoration of CLEC End User Customer service will be handled through the LNP escalations process.

12.3.24.8 Switch Upgrades. Generic Switch software and hardware upgrades are not subject to the Switch conversion embargoes or quiet periods described above. If such generic Switch or software upgrades require significant activity related to translations, an abbreviated embargo and/or quiet period may be required. Qwest shall implement service order embargoes and/or quiet periods during Switch upgrades in substantially the same time and manner as Qwest does for itself, its End User Customers, its Affiliates, and any other party.

12.3.24.9 Switch Line and Trunk Hardware Additions. Qwest shall use its best efforts to minimize CLEC service order impacts due to hardware additions and modifications to Qwest's existing Switches. Qwest shall provide CLEC substantially the same service order processing capabilities as Qwest provides itself, its End User Customers, Affiliates, or any other party during such Switch hardware additions.

## **Section 13.0 - ACCESS TO TELEPHONE NUMBERS**

13.1 Nothing in this Agreement shall be construed in any manner to limit or otherwise adversely impact either Party's right to request an assignment of any NANP number resources including, but not limited to, Central Office (NXX) Codes pursuant to the Central Office Code Assignment Guidelines published by the Industry Numbering Committee (INC) as INC 95-0407-008 (formerly ICCF 93-0729-010) and Thousand Block (NXX-X) Pooling Administration Guidelines INC 99-0127-023, when these Guidelines are implemented by the FCC or Commission Order. The latest version of the Guidelines will be considered the current standard.

13.2 North American Numbering Plan Administration (NANPA) has transitioned to NeuStar. Both Parties agree to comply with industry guidelines and Commission rules, including those sections requiring the accurate reporting of data to the NANPA.

13.3 It shall be the responsibility of each Party to program and update its own Switches and network systems pursuant to the Local Exchange Routing Guide (LERG) to recognize and route traffic to the other Party's assigned NXX or NXX-X codes. Neither Party shall impose any fees or charges on the other Party for such activities. The Parties will cooperate to establish procedures to ensure the timely activation of NXX assignments in their respective networks.

13.4 Each Party is responsible for administering numbering resources assigned to it. Each Party will cooperate to timely rectify inaccuracies in its LERG data. Each Party is responsible for updating the LERG data for NXX codes assigned to its End Office Switches. Each Party shall use the LERG published by Telcordia or its successor for obtaining routing information and shall provide through an authorized LERG input agent, all required information regarding its network for maintaining the LERG in a timely manner.

13.5 Each Party shall be responsible for notifying its End User Customers of any changes in numbering or dialing arrangements to include changes such as the introduction of new NPAs.



## **Section 14.0 - LOCAL DIALING PARITY**

14.1 The Parties shall provide local Dialing Parity to each other as required under Section 251(b)(3) of the Act. Qwest will provide local Dialing Parity to competing providers of Telephone Exchange Service and telephone toll service, and will permit all such providers to have non-discriminatory access to telephone numbers, operator services, Directory Assistance, and Directory Listings, with no unreasonable dialing delays. CLEC may elect to route all of its End User Customers' calls in the same manner as Qwest routes its End User Customers' calls, for a given call type (e.g., 0, 0+, 1+, 411).

## **Section 15.0 - QWEST'S OFFICIAL DIRECTORY PUBLISHER**

15.1 Qwest and CLEC agree that certain issues outside the provision of basic white page Directory Listings, such as yellow pages advertising, yellow pages Listings, directory coverage, access to call guide pages (phone service pages), applicable Listings criteria, white page enhancements and publication schedules will be the subject of negotiations between CLEC and directory publishers, including Qwest's Official Directory Publisher. Qwest acknowledges that CLEC may request Qwest to facilitate discussions between CLEC and Qwest's Official Directory Publisher.

## **Section 16.0 - REFERRAL ANNOUNCEMENT**

16.1 When an End User Customer changes from Qwest to CLEC, or from CLEC to Qwest, and does not retain its original main/listed telephone number, the Party formerly providing service to the End User Customer will provide a transfer of service announcement on the abandoned telephone number. Each Party will provide this referral service consistent with its tariff. This announcement will provide details on the new number that must be dialed to reach the End User Customer.

## Section 17.0 - BONA FIDE REQUEST PROCESS

17.1 Any request for Interconnection or access to an Unbundled Network Element or ancillary service that is not already available as described in other sections of this Agreement, including but not limited to Exhibit F or any other interconnection agreement, Tariff or otherwise defined by Qwest as a product or service shall be treated as a Bona Fide Request (BFR). Qwest shall use the BFR Process to determine the terms and timetable for providing the requested Interconnection, access to UNEs or ancillary services, and the technical feasibility of new/different points of Interconnection. Qwest will administer the BFR Process in a non-discriminatory manner.

17.2 A BFR shall be submitted in writing and on the appropriate Qwest form for BFRs. CLEC and Qwest may work together to prepare the BFR form and either Party may request that such coordination be handled on an expedited basis. This form shall be accompanied by the processing fee specified in Exhibit A of this Agreement. Qwest will refund one-half (1/2) of the processing fee if the BFR is cancelled within ten (10) business days of the receipt of the BFR form. The form will request, and CLEC will need to provide, the following information, and may also provide any additional information that may be reasonably necessary in describing and analyzing CLEC's request:

- 17.2.1 a technical description of each requested Network Element or new/different points of Interconnection or ancillary services;
- 17.2.2 the desired interface specification;
- 17.2.3 each requested type of Interconnection or access;
- 17.2.4 a statement that the Interconnection or Network Element or ancillary service will be used to provide a Telecommunications Service;
- 17.2.5 the quantity requested; and
- 17.2.6 the specific location requested.

17.3 Within two (2) business days of its receipt, Qwest shall acknowledge receipt of the BFR and in such acknowledgment advise CLEC of missing information, if any, necessary to process the BFR. Thereafter, Qwest shall promptly advise CLEC of the need for any additional information required to complete the analysis of the BFR. If requested, either orally or in writing, Qwest will provide weekly updates on the status of the BFR.

17.4 Within twenty-one (21) calendar Days of its receipt of the BFR and all information necessary to process it, Qwest shall provide to CLEC an analysis of the BFR. The analysis shall specify Qwest's conclusions as to whether or not the requested Interconnection or access to an Unbundled Network Element complies with the unbundling requirements of the Act or state law.

17.5 If Qwest determines during the twenty-one (21) Day period that a BFR does not qualify as an Unbundled Network Element or Interconnection or ancillary service that is required to be provided under the Act or state law, Qwest shall advise CLEC as soon as reasonably possible of that fact, and Qwest shall promptly, but in no case later than the twenty-one (21) Day period, provide a written report setting forth the basis for its conclusion.

17.6 If Qwest determines during such twenty-one (21) Day period that the BFR

qualifies under the Act or state law, it shall notify CLEC in writing of such determination within ten (10) calendar Days, but in no case later than the end of such twenty-one (21) Day period.

17.7 As soon as feasible, but in any case within forty-five (45) calendar Days after Qwest notifies CLEC that the BFR qualifies under the Act, Qwest shall provide to CLEC a BFR quote. The BFR quote will include, at a minimum, a description of each Interconnection, Network Element, and ancillary service, the quantity to be provided, any interface specifications, and the applicable rates (recurring and nonrecurring) including the separately stated development costs and construction charges of the Interconnection, Unbundled Network Element or ancillary service and any minimum volume and term commitments required, and the timeframes the request will be provisioned.

17.8 CLEC has sixty (60) business days upon receipt of the BFR quote, to either agree to purchase under the quoted price, or cancel its BFR.

17.9 If CLEC has agreed to minimum volume and term commitments under the preceding paragraph, CLEC may cancel the BFR or volume and term commitment at any time, but may be subject to termination liability assessment or minimum period charges.

17.10 If either Party believes that the other Party is not requesting, negotiating or processing any BFR in good faith, or disputes a determination or quoted price or cost, it may invoke the Dispute Resolution provision of this Agreement.

17.11 All time intervals within which a response is required from one Party to another under this Section are maximum time intervals. Each Party agrees that it will provide all responses to the other Party as soon as the Party has the information and analysis required to respond, even if the time interval stated herein for a response is not over.

17.12 In the event CLEC has submitted a request for Interconnection, Unbundled Network Elements or any combinations thereof, or ancillary services and Qwest determines in accordance with the provisions of this Section 17 that the request is Technically Feasible, subsequent requests or orders for substantially similar types of Interconnection, Unbundled Network Elements or combinations thereof or ancillary services by CLEC shall not be subject to the BFR process. To the extent Qwest has deployed or denied a substantially similar Interconnection, Unbundled Network Elements or combinations thereof or ancillary services under a previous BFR, a subsequent BFR shall not be required and the BFR application fee shall be refunded immediately. Qwest may only require CLEC to complete a New Product Questionnaire before ordering such Interconnection, Unbundled Network Elements or combinations thereof, or ancillary services. ICB pricing and intervals will still apply for requests that are not yet standard offerings. For purposes of this Section 17.12, a "substantially similar" request shall be one with substantially similar characteristics to a previous request with respect to the information provided pursuant to Subsections 17.2.1 through 17.2.8 of Section 17.2 above. The burden of proof is upon Qwest to prove the BFR is not substantially similar to a previous BFR.

17.13 The total cost charged to CLEC shall not exceed the BFR quoted price.

17.14 Upon request, Qwest shall provide CLEC with Qwest's supporting cost data and/or studies for the Interconnection, Unbundled Network Element or ancillary service that CLEC wishes to order within seven (7) business days, except where Qwest cannot obtain a release from its vendors within seven (7) business days, in which case Qwest will make the data available as soon as Qwest receives the vendor release. Such cost data shall be treated as Confidential Information, if requested by Qwest under the non-disclosure sections of this Agreement.

17.15 Qwest will provide notice to CLECs of all BFRs which have been deployed or denied, provided, however, that identifying information such as the name of the requesting CLEC and the location of the request shall be removed. Qwest shall make available a topical list of the BFRs that it has received with CLECs under this Agreement or an Interconnection Agreement. The description of each item on that list shall be sufficient to allow CLEC to understand the general nature of the product, service, or combination thereof that has been requested and a summary of the disposition of the request as soon as it is made. Qwest shall also be required upon the request of CLEC to provide sufficient details about the terms and conditions of any granted requests to allow CLEC to take the same offering under substantially identical circumstances. Qwest shall not be required to provide information about the request initially made by CLEC whose BFR was granted, but must make available the same kinds of information about what it offered in response to the BFR as it does for other products or services available under this Agreement. CLEC shall be entitled to the same offering terms and conditions made under any granted BFR, provided that Qwest may require the use of ICB pricing where it makes a demonstration to CLEC of the need therefor.

## Section 18.0 - AUDIT PROCESS

18.1 Nothing in this Section 18 shall limit or expand the Audit provisions in the Performance Assurance Plan (PAP). Nothing in the PAP shall limit or expand the Audit provisions in this Section 18. For purposes of this section the following definitions shall apply:

18.1.1 "Audit" shall mean the comprehensive review of the books, records, and other documents used in providing services under this Agreement. The term "Audit" also applies to the investigation of company records, back office systems and databases pertaining to Loop information.

18.1.2 "Examination" shall mean an inquiry into a specific element or process related to the above. Commencing on the Effective Date of this Agreement, either Party may perform Examinations as either Party deems necessary.

18.2 This Audit shall take place under the following conditions:

18.2.1 Either Party may request to perform an Audit or Examination.

18.2.2 The Audit or Examination shall occur upon thirty (30) business days written notice by the requesting Party to the non-requesting Party.

18.2.3 The Audit or Examination shall occur during normal business hours. However, such Audit will be conducted in a commercially reasonable manner and both Parties will work to minimize disruption to the business operations of the Party being audited.

18.2.4 There shall be no more than two (2) Audits requested by each Party under this Agreement in any twelve (12) month period. Either Party may audit the other Party's books, records and documents more frequently than twice in any twelve (12) month period (but no more than once in each quarter) if the immediately preceding audit found previously uncorrected net variances, inaccuracies or errors in invoices in the audited Party's favor with an aggregate value of at least two percent (2%) of the amounts payable for the affected services during the period covered by the Audit.

18.2.5 The requesting Party may review the non-requesting Party's records, books and documents, as may reasonably contain information relevant to the operation of this Agreement.

18.2.6 The location of the Audit or Examination shall be the location where the requested records, books and documents are retained in the normal course of business.

18.2.7 All transactions under this Agreement which are over twenty-four (24) months old will be considered accepted and no longer subject to Audit. The Parties agree to retain records of all transactions under this Agreement for at least twenty-four (24) months.

18.2.8 Audit or Examination Expenses

18.2.8.1 Each Party shall bear its own expenses in connection with conduct of the Audit or Examination. The requesting Party will pay for the

reasonable cost of special data extractions required by the Party to conduct the Audit or Examination. For purposes of this section, a "Special Data Extraction" means the creation of an output record or informational report (from existing data files) that is not created in the normal course of business. If any program is developed to the requesting Party's specification and at that Party's expense, the requesting Party will specify at the time of request whether the program is to be retained by the other Party for reuse for any subsequent Audit or Examination.

18.2.8.2 Notwithstanding the foregoing, the non-requesting Party shall pay all of the requesting Party's commercially reasonable expenses in the event an Audit or Examination identifies a difference between the amount billed and the amount determined by the Audit that exceeds five percent (5%) of the amount billed and results in a refund and/or reduction in the Billing to the requesting Party.

18.2.9 The Party requesting the Audit may request that an Audit be conducted by a mutually agreed-to independent auditor, which agreement will not be unreasonably withheld or delayed by the non-requesting Party. Under this circumstance, the costs of the independent auditor shall be paid for by the Party requesting the Audit subject to Section 18.2.8.2.

18.2.10 In the event that the non-requesting Party requests that the Audit be performed by an independent auditor, the Parties shall mutually agree to the selection of the independent auditor. Under this circumstance, the costs of the independent auditor shall be shared equally by the Parties. The portion of this expense borne by the requesting Party shall be borne by the non-requesting Party if the terms of Section 18.2.8.2 are satisfied.

18.2.11 Adjustments, credits or payments will be made and any corrective action must commence within thirty (30) Days after the Parties' receipt of the final Audit report to compensate for any errors and omissions which are disclosed by such Audit or Examination and are agreed to by the Parties. The interest rate payable shall be in accordance with Commission requirements. In the event that any of the following circumstances occur within thirty (30) business days after completion of the Audit or Examination, they may be resolved at either Party's election, pursuant to the Dispute Resolution Process; (i) errors detected by the Audit or Examination have not been corrected; (ii) adjustments, credits or payments due as a result of the Audit or Examination have not been made, or (iii) a dispute has arisen concerning the Audit or Examination.

18.2.12 Neither the right to examine and Audit nor the right to receive an adjustment will be affected by any statement to the contrary appearing on checks or otherwise.

18.2.13 This Section will survive expiration or termination of this Agreement for a period of two (2) years after expiration or termination of the Agreement.

18.3 All information received or reviewed by the requesting Party or the independent auditor in connection with the Audit is to be considered Proprietary Information as defined by this Agreement in Section 5.16. The non-requesting Party reserves the right to require any non-employee who is involved directly or indirectly in any Audit or the resolution of its findings as



described above to execute a nondisclosure agreement satisfactory to the non-requesting Party. To the extent an Audit involves access to information of other competitors, CLEC and Qwest will aggregate such competitors' data before release to the other Party, to insure the protection of the proprietary nature of information of other competitors. To the extent a competitor is an Affiliate of the Party being audited (including itself and its subsidiaries), the Parties shall be allowed to examine such Affiliate's disaggregated data, as required by reasonable needs of the Audit. Information provided in an Audit or Examination may only be reviewed by individuals with a need to know such information for purposes of this Section 18 and who are bound by the nondisclosure obligations set forth in Section 5.16. In no case shall the Confidential Information be shared with the Parties' retail marketing, sales or strategic planning.

18.3.1        Either Party may request an Audit of the other's compliance with this Agreement's measures and requirements applicable to limitations on the distribution, maintenance, and use of proprietary or other protected information that the requesting Party has provided to the other. Those Audits shall not take place more frequently than once in every three (3) years, unless cause is shown to support a specifically requested Audit that would otherwise violate this frequency restriction. Examinations will not be permitted in connection with investigating or testing such compliance. All those other provisions of this Section 18 that are not inconsistent herewith shall apply, except that in the case of these Audits, the Party to be audited may also request the use of an independent auditor.

## **Section 19.0 - CONSTRUCTION CHARGES**

19.1 All rates, charges and initial service periods specified in this Agreement contemplate the provision of network Interconnection services and access to Unbundled Loops or ancillary services to the extent existing facilities are available. Except for modifications to existing facilities necessary to accommodate Interconnection and access to Unbundled Loops or ancillary services specifically provided for in this Agreement, Qwest will consider requests to build additional or further facilities for network Interconnection and access to Unbundled Loops or ancillary services, as described in the applicable section of this Agreement.

19.2 All necessary construction will be undertaken at the discretion of Qwest, consistent with budgetary responsibilities, consideration for the impact on the general body of End User Customers and without discrimination among the various Carriers.

19.3 A quote for CLEC's portion of a specific job will be provided to CLEC. The quote will be in writing and will be binding for ninety (90) business days after the issue date. When accepted, CLEC will be billed the quoted price and construction will commence after receipt of payment. If CLEC chooses not to have Qwest construct the facilities, Qwest reserves the right to bill CLEC for the expense incurred for producing the engineered job design.

19.4 In the event a construction charge is applicable, CLEC's service Application Date will become the date upon which Qwest receives the required payment.

## **Section 20.0 - SERVICE PERFORMANCE**

Performance Indicator Definitions (PIDs), in their current form as developed by the Regional Oversight Committee, are included in Exhibit B of this Agreement. Subsequent changes to these PIDs that are made by the Regional Oversight Committee shall be incorporated into Exhibit B by reference. Modifications of PIDs that apply to the Qwest Performance Assurance Plan (QPAP) shall be made in accordance with Section 16.0 of Exhibit K.

## Section 21.0 - NETWORK STANDARDS

21.1 The Parties recognize that Qwest services and Network Elements have been purchased and deployed, over time, to Telcordia and Qwest technical standards. Specification of standards is built into the Qwest purchasing process, whereby vendors incorporate such standards into the equipment Qwest purchases. Qwest supplements generally held industry standards with Qwest Technical Publications.

21.2 The Parties recognize that equipment vendors may manufacture Telecommunications equipment that does not fully incorporate and may differ from industry standards at varying points in time (due to standards development processes and consensus) and either Party may have such equipment in place within its network. Except where otherwise explicitly stated within this Agreement, such equipment is acceptable to the Parties, provided said equipment does not pose a security, service or safety hazard to Persons or property.

21.3 Generally accepted and developed industry standards which the Parties agree to support include, but are not limited to:

### 21.3.1 Switching

GR-1428-CORE Toll Free Service

GR-1432-CORE TCAP

GR-317-CORE Call Control Using Integrated Services Digital User Part (ISDNUP)

GR-905-CORE ISUP

TR-NWT-001284 AIN 0.1 Switching System Generic Requirements

GR-905-CORE Common Channel Signaling Network Interface Specification

GR-1432-CORE CCS Network Interface Specification

Telcordia TR-TSY-000540, Issue 2R2

GR-305-CORE

GR-1429-CORE

GR-2863-CORE

FR-64 LATA LSSGR

GR-334-CORE Switched Access Service

TR-NWT-000335 Voice Grade Special Access Services

TR-TSY-000529 Public LSSGR

TR-NWT-000505 LSSGR Call Processing

FR-NWT-000271 OSSGR

TR-NWT-001156 OSSGR Subsystem

SR-TSY-001171 System Reliability Analysis

#### 21.3.2 Transport

Telcordia FR-440

TR-NWT-000499 (TSGR) Transport Systems Generic Requirements

GR-820-CORE Generic Transmission Surveillance; DS1 and DS3 Performance

GR-253-CORE Synchronous Optical Network Systems (SONET)

TR-NWT-000507 Transmission

TR-NWT-000776 NID for ISDN Subscriber Access

TR-INS-000342 High Capacity Digital Special Access Service

ST-TEC-000051 & 52 Telecommunications Transmission Engineering  
Handbooks Volumes 1 & 2

ANSI T1.102-1993 Digital Hierarchy – Electrical Interface, Annex B.

#### 21.3.3 Loops

TR-NWT-000057 Functional Criteria for Digital Loop Carrier Systems Issue 2

TR-NWT-000393 Generic Requirements for ISDN Basic Access Digital  
Subscriber Lines

GR-253-CORE SONET Common Generic Criteria

TR-NWT-000303 Integrated Digital Loop Carrier System Generic Requirements

TR-TSY-000673 Operations Interface for an IDLC System

GR-303-CORE Issue 1 Integrated Digital Loop Carrier System Generic  
Requirements

TR-NWT-000393 Generic Requirements for ISDN Basic Access Digital  
Subscriber Lines

TR-TSY-000008 Digital Interface Between the SLC 96 Digital Loop Carrier  
System and a Local Digital Switch

TR-NWT-008 and 303

TA-TSY-000120 Subscriber Premises or Network Ground Wire

GR-49-CORE Generic Requirements for Outdoor Telephone Network Interface Requirements

TR-NWT-000239 Indoor Telephone Network Interfaces

TR-NWT-000937 Generic Requirements for Outdoor and Indoor Building Entrance

TR-NWT-000133 Generic Requirements for Network Inside Wiring

#### 21.3.4 Local Number Portability

Number Portability Generic Switching and Signaling Requirements for Number Portability, Issue 1.00, February 12, 1996 (Editor – Lucent Technologies, Inc.);

Generic Requirements for SCP Application and GTT Function for Number Portability, Issue 0.95, Final Draft, September 4, 1996 (Editor – Ameritech Inc.);

Generic Operator Services Switching Requirements for Number Portability, Issue 1.00, Final Draft, April 12, 1996 (Editor – Nortel);

ATIS, TRQ No. 1, Technical Requirements for Number Portability Operator Services Switching Systems, April 1999;

ATIS, TRQ No. 2, Technical Requirements for Number Portability Switching Systems, April 1999;

ATIS, TRQ No. 3, Technical Requirements for Number Portability Database and Global Title Translation, April 1999;

FCC First Report and Order and Further Notice of Proposed Rulemaking; FCC 96-286; CC Docket 95-116, RM 8535; Released July 2, 1996;

FCC First Memorandum Opinion and Order on Reconsideration; FCC 97-74; CC Docket 95-116, RM 8535; Released March 11, 1997.

FCC Second Report and Order, FCC 97-298; CC Docket 95-116, RM 8535; Released August 18, 1997.

21.4 The Parties will cooperate in the development of national standards for Interconnection elements as the competitive environment evolves. Recognizing that there are no current national standards for Interconnection Network Elements, Qwest has developed its own standards for some Network Elements, including:

Qwest Interconnection – Unbundled Loop #77384

Expanded Interconnection and Collocation for Private Line Transport and Switched Access Services - #77386

Unbundled Dedicated Interoffice Transport - #77389

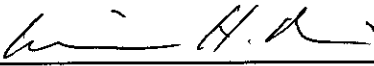
Telecommunications Equipment Installation Guidelines - #77350.

21.5 Qwest Technical Publications have been developed to support service offerings, inform End User Customers and suppliers, and promote engineering consistency and deployment of developing technologies. Qwest provides all of its Technical Publications at no charge via web site: <http://www.qwest.com/techpub/>.

## Section 22.0 - SIGNATURE PAGE

By signing below, and in consideration of the mutual promises set forth herein, and other good and valuable consideration, the Parties agree to abide by the terms and conditions set forth in this Interconnection Agreement.

**Bullseye Telecom, Inc.**

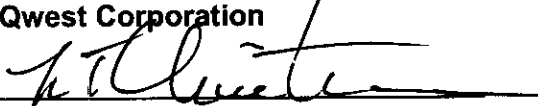
  
\_\_\_\_\_  
Signature

WILLIAM H. OBERLIN  
\_\_\_\_\_  
Name Printed/Typed

CEO  
\_\_\_\_\_  
Title

12/8/04  
\_\_\_\_\_  
Date

**Qwest Corporation**

  
\_\_\_\_\_  
Signature

L.T. Christensen  
\_\_\_\_\_  
Name Printed/Typed

Director – Interconnection Agreements  
\_\_\_\_\_  
Title

1-5-05  
\_\_\_\_\_  
Date



**Exhibit A  
North Dakota\***

			EAS / Local Traffic Reciprocal Compensation Election			
New			State Ordered Rates		Notes	
			Recurring	Recurring per Mile	Non-Recurring	
			Wholesale Discount Percentage Recurring Charges		Wholesale Discount Percentage Nonrecurring Charges	
6.0 Resale						
6.1 Wholesale Discount Rates						
6.1.1	Basic Exchange Residence Line Service		16.15%		16.15%	A
6.1.2	Basic Exchange Business Line Service / PBX		16.15%		16.15%	A
6.1.3	Intralata Toll		16.15%		16.15%	A
6.1.4	Package / Special Services (e.g., Centrex, ISDN, DSS, Frame Relay Service, ACS)		16.15%		16.15%	A
6.1.5	Listings, CO Features Information Services		16.15%		16.15%	A
6.1.6	Private Line		16.15%		16.15%	A
6.1.7	Volume Packaged Services		8.15%		8.15%	A
6.1.8	Public Access Line (PAL) Service		16.15%		16.15%	A
6.2 Customer Transfer Charge (CTC)						
6.2.1	CTC for POTS Service					
	6.2.1.1 Residential / Business					
	6.2.1.1.1 First Line					
	6.2.1.1.1.1	First Line (Manual)			\$5.00	
	6.2.1.1.1.2	Intentionally Left Blank				
	6.2.1.1.1.3	First Line (Mechanized)			\$5.00	
	6.2.1.1.2 Each Additional					
	6.2.1.1.2.1	Each Additional Line (Manual)			\$5.00	
	6.2.1.1.2.2	Intentionally Left Blank				
	6.2.1.1.2.3	Each Additional Line (Mechanized)			\$5.00	
6.2.2	CTC for Private Line Transport Services					
6.2.2.1	First Circuit				\$42.75	
6.2.2.2	Additional Circuit, per Circuit, same CSR				\$42.75	
6.2.3	CTC for Advanced Communications Services, per Circuit				\$53.70	
7.0 Interconnection						
7.1 Entrance Facilities						
7.1.1	Intentionally Left Blank					
7.1.2	DS1		\$102.22		\$513.56	A
7.1.3	DS3		\$403.34		\$609.20	A
7.2 LIS EICT						
7.2.1	Per DS1		\$0.00		\$0.00	B
7.2.2	Per DS3		\$0.00		\$0.00	B
7.3 Direct Trunked Transport						
7.3.1	Intentionally Left Blank					
7.3.2	DS1, per Trunk (Recurring Fixed & per Mile)					
	7.3.2.1	Over 0 to 8 Miles	\$42.03	\$3.84		1 1
	7.3.2.2	Over 8 to 25 Miles	\$42.99	\$3.86		1 1
	7.3.2.3	Over 25 to 50 Miles	\$45.14	\$2.14		1 1
	7.3.2.4	Over 50 Miles	\$43.58	\$0.93		1 1
7.3.3	DS3 per Trunk (Recurring Fixed & per Mile)					
	7.3.3.1	Over 0 to 8 Miles	\$275.29	\$64.92		1 1
	7.3.3.2	Over 8 to 25 Miles	\$279.23	\$21.28		1 1
	7.3.3.3	Over 25 to 50 Miles	\$258.29	\$25.57		1 1
	7.3.3.4	Over 50 Miles	\$271.86	\$17.60		1 1
7.4 Multiplexing						
7.4.1	DS1 to DS0		\$225.18		\$279.55	A
7.4.2	DS3 to DS1		\$236.79		\$286.18	A
7.5 Trunk Nonrecurring Charges						
7.5.1	Intentionally Left Blank					
7.5.2	DS1 Interface					
	7.5.2.1	First Trunk			\$369.91	
	7.5.2.2	Each Additional Trunk			\$6.17	
7.5.3	DS3 Interface					

**Exhibit A  
North Dakota\***

	Recurring	Recurring, per Mile	Non-Recurring	RBC	RBC per Mile
7.5.3.1 First Trunk			\$377.01		
7.5.3.2 Each Additional Trunk			\$13.28		
<b>7.6 Exchange Service (EAS/Local) Traffic</b>					
7.6.1 End Office Call Termination, per Minute of Use	\$0.001475			##	
7.6.2 Tandem Switched Transport, per Minute of Use	\$0.000690			#	
7.6.3 Tandem Transmission, per Minute of Use(Recurring Fixed & per Mile)					
7.6.3.1 0 to 8 Miles	\$0.00069	\$0.00		1	1
7.6.3.2 Over 8 to 25 Miles	\$0.00069	\$0.00		1	1
7.6.3.3 Over 25 to 50 Miles	\$0.00069	\$0.00		1	1
7.6.3.4 Over 50 Miles	\$0.00069	\$0.00		1	1
<b>7.7 Local Traffic-FCC-ISP Rate Caps</b>					
7.7.1 MOU as of June 14, 2003, rates in effect until further FCC action	\$0.0007			4	
<b>7.8 Miscellaneous Charges</b>					
7.8.1 Expedite Charge (LIS Trunks)			Qwest's North Dakota Access Service Catalog		
7.8.2 Cancellation Charge (LIS Trunks)			Qwest's North Dakota Access Service Catalog		
7.8.3 Additional Testing (LIS Trunks)			Qwest's North Dakota Access Service Catalog		
7.8.4 Construction Charges	ICB		ICB	3	
<b>7.9 Transit Traffic</b>					
7.9.1 Local Transit	See Tandem Switching and Tandem Transmission Rates Above.		See Tandem Switching and Tandem Transmission Rates Above.		
7.9.2 IntraLATA Toll (IntraLATA Toll Assumed Mileage = 15 Miles)	Qwest's North Dakota Access Service Catalog	Qwest's North Dakota Access Service Catalog			
7.9.3 Jointly Provided Switched Access	Qwest's North Dakota Access Service Catalog				
7.9.4 Category 11 Mechanized Record Charge, per Record	\$0.001903			1	
<b>8.0 Collocation</b>					
<b>8.1 All Collocation</b>					
8.1.1 Planning and Engineering					
8.1.1.1 Quote Preparation Fee			\$1,684.80		
8.1.1.2 Cable Augment Quote Preparation Fee			\$1,445.39		
8.1.2 Entrance Facility	\$1.97		\$1,444.80	1	
8.1.3 Cable Splicing					
8.1.3.1 Fiber, per Set-Up			\$457.80		
8.1.3.2 Per Fiber Spliced			\$19.25		
8.1.4 Power Usage					
8.1.4.1 -48 Volt DC Power Usage, per Ampere, per Month	\$10.26			1	
8.1.5 AC Power Feed					
8.1.5.1 AC Power Feed, per Amp, per Month					
8.1.5.1.1 120 V	\$20.53			1	
8.1.5.1.2 208 V, Single Phase	\$35.59			1	
8.1.5.1.3 208 V, Three Phase	\$61.56			1	
8.1.5.1.4 240 V, Single Phase	\$41.06			1	
8.1.5.1.5 240 V, Three Phase	\$71.04			1	
8.1.5.1.6 480 V, Three Phase	\$142.07			1	
8.1.5.2 AC Power Feed, per Foot, per Month					
8.1.5.2.1 20 Amp, Single Phase	\$0.0188		\$8.35	1	
8.1.5.2.2 20 Amp, Three Phase	\$0.0234		\$10.35	1	
8.1.5.2.3 30 Amp, Single Phase	\$0.0203		\$9.00	1	
8.1.5.2.4 30 Amp, Three Phase	\$0.0279		\$12.36	1	

**Exhibit A  
North Dakota\***

		Recurring	Recurring, per Mile	Non-Recurring	REC per Mile	REC per Mile
8.1.5.2.5	40 Amp, Single Phase	\$0.0239		\$10.59	1	
8.1.5.2.6	40 Amp, Three Phase	\$0.0329		\$14.57	1	
8.1.5.2.7	50 Amp, Single Phase	\$0.0283		\$12.56	1	
8.1.5.2.8	50 Amp, Three Phase	\$0.0396		\$17.53	1	
8.1.5.2.9	60 Amp, Single Phase	\$0.0320		\$14.20	1	
8.1.5.2.10	60 Amp, Three Phase	\$0.0455		\$20.18	1	
8.1.5.2.11	100 Amp, Single Phase	\$0.0397		\$17.58	1	
8.1.5.2.12	100 Amp, Three Phase	\$0.0619		\$27.45	1	
8.1.6	Inspector Labor, per Half Hour					
8.1.6.1	Regular Hours Rate			\$22.00		
8.1.6.2	After Hours Rate, minimum 3 hours			\$37.41		
8.1.7	Channel Regeneration					
8.1.7.1	DS1	\$0.00		\$0.00	5	
8.1.7.2	DS3	\$0.00		\$0.00	5	
8.1.8	Collocation Terminations					
8.1.8.1	Shared Access					
8.1.8.1.1	DS0					
8.1.8.1.1.1	Cable Placement, per 100 Pair Block	\$0.3869		\$254.53	1	
8.1.8.1.1.2	Cable Placement, per Termination	\$0.0073		\$4.78	1	
8.1.8.1.1.3	Cable, per 100 Pair Block	\$0.5272		\$346.85	1	
8.1.8.1.1.4	Cable, per Termination	\$0.0072		\$4.75	1	
8.1.8.1.1.5	Blocks, per 100 Pair Block	\$0.9129		\$600.61	1	
8.1.8.1.1.6	Blocks, per Termination	\$0.0125		\$8.23	1	
8.1.8.1.1.7	Block Placement, per 100 Pair Block	\$0.4012		\$263.99	1	
8.1.8.1.1.8	Block Placement, per Termination	\$0.0055		\$3.62	1	
8.1.8.1.2	DS1					
8.1.8.1.2.1	Cable Placement, per 28 DS1s	\$0.9551		\$423.34	1	
8.1.8.1.2.2	Cable Placement, per Termination	\$0.1027		\$45.52	1	
8.1.8.1.2.3	Cable, per 28 DS1s	\$0.9034		\$400.43	1	
8.1.8.1.2.4	Cable, per Termination	\$0.0971		\$43.06	1	
8.1.8.1.2.5	Panel, per 28 DS1s	\$1.0238		\$453.77	1	
8.1.8.1.2.6	Panel, per Termination	\$0.1229		\$54.48	1	
8.1.8.1.2.7	Placement Panel, per 28 DS1s	\$0.2038		\$90.33	1	
8.1.8.1.2.8	Placement Panel, per Termination	\$0.0219		\$9.71	1	
8.1.8.1.3	DS3					
8.1.8.1.3.1	Cable Placement, per Termination	\$0.3889		\$172.36	1	
8.1.8.1.3.2	Cable, per Termination	\$0.5834		\$258.58	1	
8.1.8.1.3.3	Connector, per Termination	\$0.5972		\$264.69	1	
8.1.8.1.3.4	Connector Placement, per Termination	\$0.0585		\$25.95	1	
8.1.8.1.4	Fiber Termination					
8.1.8.1.4.1	Terminations, per 12 Fibers	\$3.71		\$1,622.40	1	
8.1.8.1.4.2	Cable Racking for Fiber Terminations, First 12 Fibers	\$6.75		\$2,952.53	1	
8.1.8.1.4.3	Connector, Each Additional, if Applicable	\$1.01		\$441.16	1	
8.1.8.1.5	Direct Connect			ICB		
8.1.9	Security Charges					
8.1.9.1	Access Card, per Employee, per Card	\$0.94			1	
8.1.9.2	Card Access per Employee, per Office	\$8.73			1	
8.1.10	Composite Clock / Central Office Synchronization					
8.1.10.1	Synchronization – Composite Clock, per Port	\$10.50			1	
8.1.11	-48 Volt DC Power Cable, per A and B Feeder					
8.1.11.1	20 Amp Feed	\$4.66		\$3,167.21	A	
8.1.11.2	Intentionally Left Blank					
8.1.11.3	40 Amp Feed	\$6.42		\$4,359.71	A	
8.1.11.4	60 Amp Feed	\$8.06		\$5,475.62	A	
8.1.11.5	100 Amp Feed	\$0.26		\$136.47	1	
8.1.11.6	200 Amp Feed	\$0.41		\$213.78	1	
8.1.11.7	300 Amp Feed	\$0.56		\$295.24	1	
8.1.11.8	400 Amp Feed	\$0.73		\$381.83	1	
8.1.12	Space Availability Charge			\$348.87		
8.1.13	Collocation Space Reservation Fee			The charge will be 25% of Nonrecurring Fee		

**Exhibit A  
North Dakota\***

		Recurring	Recurring per Mile	Non-Recurring	REC Mile	REC Mile
8.1.14	Collocation Space Option Administration Fee			\$1,915.65		
8.1.15	Collocation Space Option Fee, per Square Foot	\$2.00			1	
<b>8.2</b>	<b>Virtual Collocation</b>					
8.2.1	Intentionally Left Blank					
8.2.2	Maintenance Labor, per Half Hour					
8.2.2.1	Regular Hours Rate			\$20.48		
8.2.2.2	After Hours Rate			\$31.33		
8.2.3	Training Labor, per Half Hour					
8.2.3.1	Regular Hours Rate			\$23.98		
8.2.4	Bay Space					
8.2.4.1	Equipment Bay, per Shelf	\$10.75			A	
8.2.5	Engineering Labor, per Half Hour					
8.2.5.1	Regular Hours Rate			\$23.73		
8.2.5.2	After Hours Rate			\$36.16		
8.2.6	Installation Labor, per Half Hour					
8.2.6.1	Regular Hours Rate			\$27.50		
8.2.6.2	After Hours Rate			\$41.22		
8.2.7	Rent					
8.2.7.1	Floor Space Lease, per Square Foot	\$3.70			1	
<b>8.3</b>	<b>Cageless Physical Collocation</b>					
8.3.1	Planning and Engineering Fees					
8.3.1.1	Quote Preparation Fee, per Collocation Ordered			\$4,981.81		
8.3.2	Space Construction and Site Preparation					
8.3.2.1	Intentionally Left Blank					
8.3.2.2	2 Bays and 1 - 40 Amp Power Feed - 90 Days	\$65.72		\$29,129.94	1	
8.3.2.3	Intentionally Left Blank					
8.3.2.4	Intentionally Left Blank					
8.3.2.5	Each Additional Bay, per Bay	\$5.89		\$29,129.94	1	
8.3.2.6	Adjustment for Single Bay, Change to Standard Design	(\$5.89)		(\$29,129.94)	1	
8.3.2.7	DC Power Cable					
8.3.2.7.1	Adjustment for DC Power Cable - Change to Standard Design					
8.3.2.7.1.1	20 Amp, Initial Feed Only, per Initial Power Feed	(\$4.43)		(\$1,964.73)	1	
8.3.2.7.1.2	30 Amp, Initial Feed Only, per Initial Power Feed	(\$2.81)		(\$1,246.60)	1	
8.3.2.7.1.3	60 Amp, Initial Feed Only, per Initial Power Feed	\$4.94		\$2,190.11	1	
8.3.2.7.1.4	100 Amp, Initial Feed Only, per Initial Power Feed	\$21.45		\$9,506.58	1	
8.3.2.7.1.5	200 Amp, Initial Feed Only, per Initial Power Feed	\$69.25		\$30,694.33	1	
8.3.2.7.1.6	300 Amp, Initial Feed Only, per Initial Power Feed	\$133.71		\$59,266.54	1	
8.3.2.7.1.7	400 Amp, Initial Feed Only, per Initial Power Feed	\$204.77		\$90,761.94	1	
8.3.2.7.2	Adjustment for DC Power Cable - Additional Power Cables					
	20 Amp, Each Additional Power Feed	\$11.53		\$5,110.31	1	
	30 Amp, Each Additional Power Feed	\$13.15		\$5,828.45	1	
	40 Amp, Each Additional Power Feed	\$15.96		\$7,075.04	1	
	60 Amp, Each Additional Power Feed	\$20.90		\$9,265.16	1	
	100 Amp, Each Additional Power Feed	\$53.47		\$23,701.93	1	
	200 Amp, Each Additional Power Feed	\$101.28		\$44,889.68	1	
	300 Amp, Each Additional Power Feed	\$165.74		\$73,461.89	1	
	400 Amp, Each Additional Power Feed	\$236.80		\$104,957.29	1	
8.3.3	Floor Space Lease, per Square Foot	\$3.70			1	
<b>8.4</b>	<b>Caged Physical Collocation</b>					
8.4.1	Planning and Engineering Fees					
8.4.1.1	Quote Preparation Fee, per Collocation			\$4,626.54		
8.4.2	Space Construction and Site Preparation					
8.4.2.1	Intentionally Left Blank					
8.4.2.2	Intentionally Left Blank					
8.4.2.3	Intentionally Left Blank					
8.4.2.4	Space Construction (Cage and 1 - 60 Amp Feed)					
8.4.2.4.1	Cage: Up to 100 Sq. Ft.	\$118.06		\$52,328.03	1	
8.4.2.4.2	Cage: 101 to 200 Sq. Ft.	\$122.66		\$54,366.18	1	

**Exhibit A  
North Dakota\***

		Recurring	Recurring per Mile	Non-Recurring	Unit	Notes
8.4.2.4.3	Cage: 201 to 300 Sq. Ft.	\$126.23		\$55,951.09	1	
8.4.2.4.4	Cage: 301 to 400 Sq. Ft.	\$130.71		\$57,937.27	1	
8.4.2.5	Intentionally Left Blank					
8.4.2.6	DC Power Cable					
8.4.2.6.1	Adjustment for DC Power Cable - Change to Standard Design					
8.4.2.6.1.1	20 Amp Initial Feed Only, per Initial Power Feed	(\$17.59)		(\$7,795.53)	1	
8.4.2.6.1.2	30 Amp Initial Feed Only, per Initial Power Feed	(\$16.07)		(\$7,123.61)	1	
8.4.2.6.1.3	40 Amp Initial Feed Only, per Initial Power Feed	(\$12.88)		(\$5,707.84)	1	
8.4.2.6.1.4	100 Amp Initial Feed Only, per Initial Power Feed	\$21.45		\$9,506.58	1	
8.4.2.6.1.5	200 Amp Initial Feed Only, per Initial Power Feed	\$69.25		\$30,694.33	1	
8.4.2.6.1.6	300 Amp Initial Feed Only, per Initial Power Feed	\$133.71		\$59,266.54	1	
8.4.2.6.1.7	400 Amp Initial Feed Only, per Initial Power Feed	\$204.77		\$90,761.94	1	
8.4.2.6.2	DC Power Cable - Added Power Feeds					
8.4.2.6.2.1	20 Amp, Each Additional Power Feed	\$14.44		\$6,399.82	1	
8.4.2.6.2.2	30 Amp, Each Additional Power Feed	\$15.95		\$7,071.73	1	
8.4.2.6.2.3	40 Amp, Each Additional Power Feed	\$19.15		\$8,487.50	1	
8.4.2.6.2.4	60 Amp, Each Additional Power Feed	\$32.03		\$14,195.35	1	
8.4.2.6.2.5	100 Amp, Each Additional Power Feed	\$53.47		\$23,701.93	1	
8.4.2.6.2.6	200 Amp, Each Additional Power Feed	\$101.28		\$44,889.68	1	
8.4.2.6.2.7	300 Amp, Each Additional Power Feed	\$165.74		\$73,461.89	1	
8.4.2.6.2.8	400 Amp, Each Additional Power Feed	\$236.80		\$104,957.29	1	
8.4.3	Space Construction - Fencing Credit					
8.4.3.1	Cage: Up to 100 Sq. Ft.	(\$12.93)		(\$5,730.49)	1	
8.4.3.2	Cage: 101 - 200 Sq. Ft.	(\$16.12)		(\$7,145.07)	1	
8.4.3.3	Cage: 201 - 300 Sq. Ft.	(\$18.11)		(\$8,025.57)	1	
8.4.3.4	Cage: 301 - 400 Sq. Ft.	(\$20.00)		(\$8,862.77)	1	
8.4.4	Floor Space Lease, per Square Foot	\$3.70			1	
8.4.5	Intentionally Left Blank					
8.4.6	Intentionally Left Blank					
8.4.7	Intentionally Left Blank					
8.4.8	Grounding					
8.4.8.1	2/0 AWG, per Foot	\$0.0254		\$11.26	1	
8.4.8.2	1/0 AWG, per Foot	\$0.0435		\$19.27	1	
8.4.8.3	4/0 AWG, per Foot	\$0.0501		\$22.20	1	
8.4.8.4	350 kcmil, per Foot	\$0.0675		\$29.91	1	
8.4.8.5	500 kcmil, per Foot	\$0.0764		\$33.86	1	
8.4.8.6	750 kcmil, per Foot	\$0.1321		\$58.54	1	
8.5	Adjacent Collocation			ICB		
8.6	Remote Collocation					
8.6.1	Physical & Virtual Remote Collocation					
8.6.1.1	Space, per Standard Mounting Unit	\$0.99		\$862.76	1	
8.6.1.2	FDI Terminations, per 25 Pair	\$0.58		\$555.53	1	
8.6.1.3	Power Usage					
8.6.1.3.1	Less Than or Equal To 60 Amps, per Amp	\$10.26			1	
8.6.2	Adjacent Remote Collocation					
8.6.2.1	Adjacent Remote Collocation (New)			ICB		
8.6.2.2	Adjacent Remote Collocation (Existing)					
8.6.2.2.1	Space, per Standard Mounting Unit	\$0.99		\$862.76	1	
8.6.2.2.2	FDI Terminations, per 25 Pair	\$0.58		\$555.53	1	
8.6.2.2.3	Power					
8.6.2.2.3.1	Less Than or Equal To 60 Amps, per Amp	\$10.26			1	
8.6.3	Additional Virtual Remote Collocation Elements					
8.6.3.1	Flat Charge Rate, per Job			\$36.18		
8.6.3.2	Engineering Labor, per Half Hour			\$35.65		
8.6.3.3	Maintenance Labor, per Half Hour			\$29.40		
8.6.3.4	Installation Labor, per Half Hour			\$29.40		
8.6.3.5	Training, per Half Hour			\$29.40		
8.7	CLEC-to-CLEC					
8.7.1	Design, Engineering & Installation					
8.7.1.1	Flat Charge (Design Engineering - No Cables)			\$826.45		

**Exhibit A  
North Dakota\***

		Recurring	Recurring per Mile	Non-Recurring	Unit	Notes
8.7.2	Cable Racking					
8.7.2.1	DS0, per Foot, per Cable	\$0.22349			1	
8.7.2.2	DS1, per Foot, per Cable	\$0.23649			1	
8.7.2.3	DS3, per Foot, per Cable	\$0.20638			1	
8.7.3	Virtual Connections (if applicable Connections only; No Cables)					
8.7.3.1	DS0, per 100 Connections			\$233.27		
8.7.3.2	DS1, per 28 Connections			\$106.40		
8.7.3.3	DS3, per 1 Connection			\$9.20		
8.7.4	Cable Hole, if Applicable			\$469.01		
8.7.5	CLEC to CLEC Cross-Connection			\$266.98		
8.8	Intentionally Left Blank					
8.9	Intentionally Left Blank					
8.10	Microwave Entrance Facility			Under Development		
9.0	Unbundled Network Elements (UNEs)					
9.1	Interconnection Tie Pairs (ITP) – Per Termination					
9.1.1	DS0					
9.1.1.1	2-Wire	\$0.45			1	
9.1.1.2	4-Wire	\$1.32			1	
9.2	Unbundled Loops					
9.2.1	Analog Loops			See 9.2.4		
9.2.1.1	2-Wire Voice Grade Loop					
9.2.1.1.1	Zone 1	\$13.53			#	
9.2.1.1.2	Zone 2	\$22.80			#	
9.2.1.1.3	Zone 3	\$51.65			#	
9.2.1.2	Intentionally Left Blank					
9.2.1.3	4-Wire Voice Grade Loop					
9.2.1.3.1	Zone 1	\$26.54			#	
9.2.1.3.2	Zone 2	\$44.74			#	
9.2.1.3.3	Zone 3	\$101.35			#	
9.2.1.4	Intentionally Left Blank					
9.2.1.5	Unbundled Loop Grooming (2-Wire)	\$0.19			1 #	
9.2.1.6	Unbundled Loop Grooming (4-Wire)	\$0.38			1 #	
9.2.2	Nonloaded Loops			See 9.2.4		
9.2.2.1	2-Wire Nonloaded Loop					
9.2.2.1.1	Zone 1	\$13.53			#	
9.2.2.1.2	Zone 2	\$22.80			#	
9.2.2.1.3	Zone 3	\$51.65			#	
9.2.2.2	Intentionally Left Blank					
9.2.2.3	4-Wire Nonloaded Loop					
9.2.2.3.1	Zone 1	\$26.54			#	
9.2.2.3.2	Zone 2	\$44.74			#	
9.2.2.3.3	Zone 3	\$101.35			#	
9.2.2.4	Cable Unloading / Bridge Tap Removal			\$538.16		
9.2.3	Digital Capable Loops					
9.2.3.1	Basic Rate ISDN / xDSL-I Capable / ADSL Compatible Loop			See 9.2.4		
9.2.3.1.1	Zone 1	\$13.53			#	
9.2.3.1.2	Zone 2	\$22.80			#	
9.2.3.1.3	Zone 3	\$51.65			#	
9.2.3.2	Intentionally Left Blank					
9.2.3.3	Intentionally Left Blank					
9.2.3.4	Intentionally Left Blank					
9.2.3.5	Intentionally Left Blank					

**Exhibit A  
North Dakota\***

		Recurring	Recurring per Mile	Non-Recurring	REQ	REMARKS
9.2.3.6	2-Wire Extension Technology	\$22.67				
9.2.4	Loop Installation Charges for 2 & 4-Wire Analog / Non - Loaded, ISDN BRI Capable, xDSL - Capable, and ADSL Compatible Loop where conditioning is not required.	See See 9.2.1 & 9.2.2				
9.2.4.1	Basic Installation					
9.2.4.1.1	First			\$55.27		
9.2.4.1.2	Each Additional			\$48.77		
9.2.4.2	Basic Installation with Performance Testing					
9.2.4.2.1	First Loop			\$142.10		
9.2.4.2.2	Each Additional			\$86.24		
9.2.4.3	Coordinated Installation with Cooperative Testing / Project Coordinated Installation					
9.2.4.3.1	First			\$171.87		
9.2.4.3.2	Each Additional			\$94.09		
9.2.4.4	Coordinated Installation without Cooperative Testing / Project Coordinated Installation					
9.2.4.4.1	First			\$59.81		
9.2.4.4.2	Each Additional			\$53.32		
9.2.4.5	Basic Installation with Cooperative Testing					
9.2.4.5.1	First			\$142.10		
9.2.4.5.2	Each Additional			\$94.09		
9.2.5	Intentionally Left Blank					
9.2.6	Intentionally Left Blank					
9.2.7	Intentionally Left Blank					
9.2.8	Private Line to Unbundled Loop Conversion			\$40.17		
<b>9.3</b>	<b>Subloop</b>					
9.3.1	2-Wire Distribution Loop (Applies to both Analog and Nonloaded Loops)					
9.3.1.1	First Loop			\$115.44		
9.3.1.2	Each Additional			\$33.13		
9.3.1.3	First & Each Additional 2-Wire Distribution Loop					
9.3.1.3.1	Zone 1	\$9.51			#	
9.3.1.3.2	Zone 2	\$16.02			#	
9.3.1.3.3	Zone 3	\$32.18			#	
9.3.2	Intentionally Left Blank					
9.3.3	Intra Building Cable	\$0.00		\$0.00	10	
9.3.4	Intentionally Left Blank					
9.3.5	MTE Terminal Subloop Access					
9.3.5.1	Subloop MTE - POI Site Inventory (per request)			\$0.00		
9.3.5.2	MTE - POI Rearrangement of Facilities			ICB		
9.3.5.3	MTE - POI Construction of New SPOI	ICB			3	
9.3.6	Intentionally Left Blank					
9.3.7	Field Connection Point (FCP)					
9.3.7.1	Feasibility Fee / Quote Preparation Fee			\$1,706.60		
9.3.8	Intentionally Left Blank					
9.3.9	Intentionally Left Blank					
9.3.10	Intentionally Left Blank					
9.3.11	Intentionally Left Blank					
9.3.12	Construction Fee	ICB		ICB	3	
<b>9.4</b>	<b>Shared Services</b>					
9.4.1	Shared Loop			\$38.20		
9.4.1.1	Grandfathered Shared Loop, per Loop, Orders Received Prior to 10/2/03	\$0.00			#	
9.4.1.2	New Shared Loop, per Loop, Orders Received 10/2/03 - 10/1/04					
9.4.1.2.1	Shared Loop, Initial Rates	\$0.00			14	

**Exhibit A  
North Dakota\***

			Recurring	Recurring per Mile	Non-Recurring	DS0	Mile	Recurring
9.4.1.2.2	Shared Loop, per Loop 10/-2/03 - 10/1/04		\$3.38			15		
9.4.1.2.3	Shared Loop, per Loop 10/-2/04 - 10/1/05		\$6.77			15		
9.4.1.2.4	Shared Loop, per Loop 10/-2/05 - 10/1/06		\$10.15			15		
9.4.2	Line Splitting							
9.4.2.1	Basic Installation Charge for Line Splitting				\$34.24			
9.4.3	Loop Splitting							
9.4.3.1	Basic Installation Charge for Loop Splitting				\$34.24			
9.4.4	OSS, per Line, per Month		\$3.49			1		
9.4.5	Reclassification Charge				ICB			
9.4.6	Splitter Shelf Charge		\$5.40		\$556.40	1		
9.4.7	Splitter TIE Cable Connections							
9.4.7.1	Splitter in the Common Area - Data to 410 Block		\$7.39		\$3,321.82	1		
9.4.7.2	Splitter in the Common Area - Data direct to CLEC		\$7.75		\$3,486.28	1		
9.4.7.3	Splitter on the IDF - Data to 410 Block		\$2.42		\$1,087.57	1		
9.4.7.4	Splitter on the IDF - Data direct to CLEC		\$5.19		\$2,335.64	1		
9.4.7.5	Splitter on the MDF - Data to 410 Block		\$2.35		\$1,057.26	1		
9.4.7.6	Splitter on the MDF - Data direct to CLEC		\$4.40		\$1,979.53	1		
9.4.8	Engineering				\$1,333.17			
9.5	Network Interface Device (NID)		\$1.14		\$58.32	1, 10		
9.6	Unbundled Dedicated Interoffice Transport (UDIT)							
9.6.1	DS0 UDIT (Recurring Fixed & per Mile)				\$320.69			
9.6.1.1	Over 0 to 8 Miles		\$28.20	\$0.39		1	1	
9.6.1.2	Over 8 to 25 Miles		\$28.61	\$0.21		1	1	
9.6.1.3	Over 25 to 50 Miles		\$28.66	\$0.17		1	1	
9.6.1.4	Over 50 Miles		\$28.38	\$0.06		1	1	
9.6.2	Intentionally Left Blank							
9.6.3	Intentionally Left Blank							
9.6.4	Intentionally Left Blank							
9.6.5	Intentionally Left Blank							
9.6.6	Intentionally Left Blank							
9.6.7	UDIT DS0 Channel Performance							
9.6.7.1	DS0 Low Side Channelization		\$14.67			1		
9.6.7.2	DS1 to DS0 Low Side Channelization		\$8.37		\$249.76	1		
9.6.8	Intentionally Left Blank							
9.6.9	Intentionally Left Blank							
9.6.10	Intentionally Left Blank							
9.6.11	UDIT Rearrangement							
9.6.11.1	DS0 Single Office				\$183.55			
9.6.11.2	DS0 Dual Office				\$248.25			
9.7	Intentionally Left Blank							
9.8	Intentionally Left Blank		\$0.001110			#		
9.9	Intentionally Left Blank							
9.10	Intentionally Left Blank							
9.11	Intentionally Left Blank							
9.12	Intentionally Left Blank							
9.13	Intentionally Left Blank							



**Exhibit A  
North Dakota\***

	Recurring	Recurring per Mile	Non-Recurring	REC	REC per Mile
<b>9.14 Intentionally Left Blank</b>					
<b>9.15 Intentionally Left Blank</b>					
<b>9.16 Intentionally Left Blank</b>					
<b>9.17 Intentionally Left Blank</b>					
<b>9.18 Intentionally Left Blank</b>					
<b>9.19 Construction Charges</b>	ICB		ICB	3	
<b>9.20 Miscellaneous Charges</b>					
9.20.1 Additional Engineering, per Half Hour or fraction thereof					
9.20.1.1 Additional Engineering – Basic			\$33.16		
9.20.1.2 Additional Engineering – Overtime			\$41.01		
9.20.2 Additional Labor Installation, per Half Hour or fraction thereof					
9.20.2.1 Additional Labor Installation – Overtime			\$9.43		
9.20.2.2 Additional Labor Installation – Premium			\$18.85		
9.20.3 Additional Labor Other, per Half Hour or fraction thereof					
9.20.3.1 Additional Labor Other – Basic			\$28.90		
9.20.3.2 Additional Labor Other – Overtime			\$38.60		
9.20.3.3 Additional Labor Other – Premium			\$48.31		
9.20.4 Testing and Maintenance, per Half Hour or fraction thereof					
9.20.4.1 Testing and Maintenance – Basic			\$30.70		
9.20.4.2 Testing and Maintenance – Overtime			\$41.01		
9.20.4.3 Testing and Maintenance – Premium			\$51.31		
9.20.5 Maintenance of Service, per Half Hour or fraction thereof					
9.20.5.1 Maintenance of Service – Basic			\$28.90		
9.20.5.2 Maintenance of Service – Overtime			\$38.60		
9.20.5.3 Maintenance of Service – Premium			\$48.31		
9.20.6 Additional Cooperative Acceptance Testing, per Half Hour or fraction thereof					
9.20.6.1 Additional Cooperative Acceptance Testing – Basic			\$30.70		
9.20.6.2 Additional Cooperative Acceptance Testing – Overtime			\$41.01		
9.20.6.3 Additional Cooperative Acceptance Testing – Premium			\$51.31		
9.20.7 Nonscheduled Cooperative Testing, per Half Hour or fraction thereof					
9.20.7.1 Nonscheduled Cooperative Testing – Basic			\$30.70		
9.20.7.2 Nonscheduled Cooperative Testing – Overtime			\$41.01		
9.20.7.3 Nonscheduled Cooperative Testing – Premium			\$51.31		
9.20.8 Nonscheduled Manual Testing, per Half Hour or fraction thereof					
9.20.8.1 Nonscheduled Manual Testing – Basic			\$30.70		
9.20.8.2 Nonscheduled Manual Testing – Overtime			\$41.01		
9.20.8.3 Nonscheduled Manual Testing – Premium			\$51.31		
9.20.9 Cooperative Scheduled Testing					
9.20.9.1 Cooperative Scheduled Testing – Loss	\$0.09			4	
9.20.9.2 Cooperative Scheduled Testing – C Message Noise	\$0.09			4	
9.20.9.3 Cooperative Scheduled Testing – Balance	\$0.09			4	
9.20.9.4 Cooperative Scheduled Testing – Gain Slope	\$0.09			4	
9.20.9.5 Cooperative Scheduled Testing – C Notched Noise	\$0.09			4	
9.20.10 Manual Scheduled Testing					
9.20.10.1 Manual Scheduled Testing – Loss	\$0.17			4	
9.20.10.2 Manual Scheduled Testing – C Message Noise	\$0.17			4	
9.20.10.3 Manual Scheduled Testing – Balance	\$0.69			4	
9.20.10.4 Manual Scheduled Testing – Gain Slope	\$0.17			4	
9.20.10.5 Manual Scheduled Testing – C Notched Noise	\$0.17			4	
9.20.11 Additional Dispatch			\$88.10		
9.20.12 Date Change			\$10.83		
9.20.13 Design Change			\$77.17		
9.20.14 Expedite Charge			ICB		
9.20.15 Cancellation Charge			ICB		
<b>9.21 Intentionally Left Blank</b>					
<b>9.22 Intentionally</b>					

**Exhibit A  
North Dakota\***

	Recurring	Recurring per Mile	Non-Recurring	DS0	DS1
<b>9.23 UNE Combinations</b>					
9.23.1 Intentionally Left Blank					
9.23.2 Intentionally Left Blank					
9.23.3 Intentionally Left Blank					
9.23.4 Intentionally Left Blank					
9.23.5 Intentionally Left Blank					
9.23.6 Loop Mux Combo (LMC)					
9.23.6.1 Intentionally Left Blank					
9.23.6.2 Loop Mux 2-Wire Analog DS0					
9.23.6.2.1 LMC 2-Wire Loop Installation					
9.23.6.2.1.1 First			\$239.91		
9.23.6.2.1.2 Each Additional			\$156.57		
9.23.6.2.2 2-Wire Analog Loop					
9.23.6.2.2.1 Zone 1	\$13.53			#	
9.23.6.2.2.2 Zone 2	\$22.80			#	
9.23.6.2.2.3 Zone 3	\$51.65			#	
9.23.6.3 Loop Mux 4-Wire Analog DS0					
9.23.6.3.1 LMC 4-Wire Loop Installation					
9.23.6.3.1.1 First			\$239.91		
9.23.6.3.1.2 Each Additional			\$156.57		
9.23.6.3.2 4-Wire Analog Loop					
9.23.6.3.2.1 Zone 1	\$26.54			#	
9.23.6.3.2.2 Zone 2	\$44.74			#	
9.23.6.3.2.3 Zone 3	\$101.35			#	
9.23.6.4 Intentionally Left Blank					
9.23.6.5 Private Line to Loop Mux Conversion			\$40.17		
9.23.7 Enhanced Extended Loop (EEL)					
9.23.7.1 EEL DS0 2-Wire Analog					
9.23.7.1.1 EEL 2-Wire Loop Installation					
9.23.7.1.1.1 First			\$239.91		
9.23.7.1.1.2 Each Additional			\$156.57		
9.23.7.1.2 2-Wire Analog Loop					
9.23.7.1.2.1 Zone 1	\$13.53			#	
9.23.7.1.2.2 Zone 2	\$22.80			#	
9.23.7.1.2.3 Zone 3	\$51.65			#	
9.23.7.2 EEL Link, DS0 4-Wire Analog					
9.23.7.2.1 EEL 4-Wire Loop Installation					
9.23.7.2.1.1 First			\$239.91		
9.23.7.2.1.2 Each Additional			\$156.57		
9.23.7.2.2 4-Wire Analog Loop					
9.23.7.2.2.1 Zone 1	\$26.54			#	
9.23.7.2.2.2 Zone 2	\$44.74			#	
9.23.7.2.2.3 Zone 3	\$101.35			#	
9.23.7.3 Intentionally Left Blank					
9.23.7.4 Intentionally Left Blank					
9.23.7.5 Intentionally Left Blank					
9.23.7.6 Private Line to EEL Conversion			\$40.17		
9.23.7.8 EEL Transport					
9.23.7.8.1 DS0 (Recurring Fixed & per Mile)					
9.23.7.8.1.1 Over 0 to 8 Miles	\$28.20	\$0.39		1	1
9.23.7.8.1.2 Over 8 to 25 Miles	\$28.61	\$0.21		1	1
9.23.7.8.1.3 Over 25 to 50 Miles	\$28.66	\$0.17		1	1
9.23.7.8.1.4 Over 50 Miles	\$28.38	\$0.06		1	1
9.23.7.10 Intentionally Left Blank					
9.23.7.11 EEL DS0 Channel Performance					
9.23.7.11.1 DS0 Low Side Channelization	\$14.67			1	

**Exhibit A  
North Dakota\***

	Recurring	Recurring, per Mile	Non-Recurring	2002	2003	2004	2005
9.23.7.11.2 DS1 / DS0, Low Side Channelization	\$8.37			1			
9.23.7.12 Concentration Capability	ICB		ICB	3			
<b>10.0 Ancillary Services</b>							
<b>10.1 Intentionally Left Blank</b>							
<b>10.2 911 / E911</b>							
10.2.1 911 / E911	No Charge		No Charge				
<b>10.3 White Pages Directory Listings, Facility Based Providers</b>							
10.3.1 Primary Listing	No Charge		No Charge				
10.3.2 Premium / Privacy Listings	General Exchange Tariff Rate, Less Wholesale Discount		General Exchange Tariff Rate, Less Wholesale Discount				
<b>10.4 Intentionally Left Blank</b>							
<b>10.5 Directory Assistance List Information</b>							
10.5.1 Initial Database Load, per Listing	\$0.0250			2			
10.5.2 Reload of Database, per Listing	\$0.0200			2			
10.5.3 Daily Updates, per Listing	\$0.0500			2			
10.5.4 One-time Set-Up Fee			\$77.44				
10.5.5 Media Charges for File Delivery							
10.5.5.1 Electronic Transmission	\$0.0020			2			
10.5.5.2 Tapes (charges only apply if this is selected as the normal delivery medium for daily updates) (per tape)	\$30.00						
10.5.5.3 Shipping Charges (for tape delivery)			ICB				
<b>10.6 Intentionally Left Blank</b>							
<b>10.7 Access to Poles, Ducts, Conduits and Rights of Way (ROW)</b>							
10.7.1 Pole Inquiry Fee, per Inquiry			\$336.35				
10.7.2 Innerduct Inquiry Fee, per Mile			\$404.31				
10.7.3 ROW Inquiry Fee, per Inquiry			\$149.43				
10.7.4 ROW Document Preparation Fee			\$149.43				
10.7.5 Field Verification Fee, per Pole			\$37.36				
10.7.6 Field Verification Fee, per Manhole			\$485.63				
10.7.7 Planner Verification, per Manhole			\$16.66				
10.7.8 Manhole Verification Inspector, per Manhole			\$298.85				
10.7.9 Manhole Make-Ready Inspector, per Manhole			\$448.28				
10.7.10 Intentionally Left Blank							
10.7.11 Pole Attachment Fee, per Foot, per Year							
11.7.11.1 Urban							
2002	\$1.34						
2003	\$1.46						
2004	\$1.57			4			
2005	\$1.69			4			
11.7.11.2 Non-Urban							
2002	\$1.69						
2003	\$1.97						
2004	\$2.26			4			
2005	\$2.54			4			
10.7.11 Innerduct Occupancy Fee, per Foot, per Year	\$0.3300			4			
10.7.12 Access Agreement Consideration			\$10.00				
10.7.13 Make Ready			ICB				
<b>12.0 Operational Support Systems</b>							
12.1 Development and Enhancements, per Order			No charge at this time				
12.2 Ongoing Maintenance, per Order			No charge at this time				
12.3 Daily Usage Record File, per Record	\$0.0011			1			
12.4 Trouble Isolation Charges			See 9.20				
<b>17.0 Bona Fide Request Process</b>							
17.1 Processing Fee			\$2,510.29				

# Exhibit A North Dakota\*

				Recurring	Recurring per Mile	Non-Recurring	REC	REC
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## NOTES:

Unless otherwise indicated, all rates are pursuant to North Dakota Public Service Commission dockets:

A: U S WEST and AT&T Interconnection Agreement approved by the North Dakota Public Utilities Commission in Docket Number PU-453-96-497, effective June 23, 1997.

B 271 Compliance Investigation Docket Number PU-314-97-193, Order on Group 2 Checklist Items dated 10/15/01

# Docket PU-314-97-193 & PU-314-00-282 Voluntary Rate Reduction. Effective 6/7/02 and reductions are reflected in the 5/30/02 Exhibit A.

## Docket PU-314-97-193 & PU-314-00-282 Additional Voluntary Rate Reduction. Effective 6/7/02 reflected in the 8/5/02 Exhibit A.

### Docket PU-314-97-193 & PU-314-00-282 Third Voluntary Rate Reduction. Effective 12/16/02 reflected in the 10/16/02 Exhibit A.

- [1] Rate not addressed in cost docket (estimated TELRIC)
- [2] Market-based rates.
- [3] ICB, Individual Case Basis pricing.
- [4] Rates per FCC Guidelines. Pole Attachment & Innerduct Occupancy rates revised in 9/xx/04 Exhibit A to reflect newly calculated rates.
- [5] Effective August 1, 2003, Qwest will no longer bill Recurring and Nonrecurring charges for Channel Regeneration. Qwest reserves the right to revert back the contractual rate only after appropriate notice is given.
- [6] The preliminary QPF costs are included in the Caged, and Cageless space construction charges. The engineering and planning charges are also included in the caged and cageless quote preparation fees. Upon completion of the collocation construction, the quote preparation fee (QPF) will be credited to the final space construction charge for the collocation job. The credit will apply to whichever QPF is applied. This exhibit currently lists multiple QPFs based on what has been proposed on the cost docket and what was approved in the AT&T interconnection agreement. CLEC may choose either QPF at this time.
- [7] The Cable Unloading/Bridge Tap Removal charge of \$538.16 approved in Docket No. PU-453-96-497, AT&T and U S WEST Arbitration does not apply until further notice.
- [8] When distribution is purchased only for the purpose of campus wire, no recurring or nonrecurring charges will be assessed. This does not include collocatn charges or FCP placement.
- [9] Qwest has not implemented the NID recurring charge but reserves the right to assess such a charge in the future.
- [10] Qwest will not charge for this element until the Commission has an opportunity to review and approve a rate in a cost proceeding.
- [11] All technically feasible Vertical Switch Features are available with compatible unbundled switch ports. No monthly recurring charge applies for Basic Vertical Switch Features. Only Basic Vertical Features with non-recurring charges are listed. Non-recurring charges are applicable whenever a feature is added - whether on new installation, conversion, or change order activity.
- [12] A special request is a request by the customer to perform something that is technically feasible but the process and pricing are not yet in place.
- [6] The preliminary QPF costs are included in the space construction charges. These engineering and planning charges are also included in the caged and cageless quote preparation fees. Upon completion of the collocation construction, the preliminary QPF will be credited to the final space construction charge
- [7] The Cable Unloading/Bridge Tap Removal charge of \$538.16 approved in Docket No. PU-453-96-497, AT&T and U S WEST Arbitration does not apply until further notice.
- [8] When distribution is purchased only for the purpose of campus wire, no recurring or nonrecurring charges will be assessed. This does not include collocatn charges or FCP placement.
- [10] Qwest has not implemented the NID recurring charges but reserves the right to access such a charge in the future.
- [11] All technically feasible Vertical Switch Features are available with compatible unbundled switch ports. No monthly recurring charge applies for Basic Vertical Switch Features. Only Basic Vertical Features with nonrecurring charges are listed. Nonrecurring charges are applicable whenever a feature is added - whether on new installation, conversion, or change order activity.
- [12] A Special Request is a request by the customer to perform something that is technically feasible but the process and pricing are not yet in place.
- [13] Qwest will not charge for this element until the Commission has an opportunity to review and approve a rate in a cost proceeding.
- [14] Initially, Qwest will bill the grandfathered recurring rates for new Line Sharing loops. Qwest will begin billing the post TRO prices only after CLECs have been provided a forty-five day notice. Rates will be applied prospectively.
- [15] Post TRO Shared Loop Rates were developed using the 2-Wire Nonloaded Loop rate, Zone 1 (\$13.53) as the basis rate for: 10/2/03 - 10/1/04 were developed using 25% of basis rate; 10/2/04 - 10/1/05 were developed using 50% of basis rate; 10/2/05 - 10/1/06 were developed using 75% of basis rate. Qwest has not implemented deaveraged Line Sharing, rate reflects Zone 1, the lowest zone. New Line Sharing Arrangements will no longer be available as of 10/2/04. No later than 10/2/06, CLEC must convert all New Line Sharing arrangements to a Line Splitting arrangement, to a stand-alone Unbundled Loop, or such other arrangement as CLEC may have negotiated with Qwest to replace such New Line Sharing arrangement.

**Exhibit A**  
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**Exhibit A**  
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**Exhibit A**  
**North Dakota\***

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Exhibit A  
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**Exhibit A**  
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**Exhibit A**  
**North Dakota\***

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Exhibit A  
North Dakota\*

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**Exhibit A**  
**North Dakota\***

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**Exhibit A**  
**North Dakota\***

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**Exhibit A**  
**North Dakota\***

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**Exhibit A**  
**North Dakota\***







## **Service Performance Indicator Definitions (PID)**

**14-State 271 PID Version 7.1**

# **QWEST'S SERVICE PERFORMANCE INDICATOR DEFINITIONS (PID)**

## **14-State 271 PID Version 7.1**

### **Introduction**

Qwest will report performance results for the service performance indicators defined herein. Qwest will report separate performance results associated with the services it provides to Competitive Local Exchange Carriers (CLECs) in aggregate (except as noted herein), to CLECs individually and, as applicable, to Qwest's retail customers in aggregate. Within these categories, performance results related to service provisioning and repair will be reported for the products listed in each definition. Reports for CLECs individually will be subject to agreements of confidentiality and/or nondisclosure.

The definitions in this version of the PID apply in the 14 states of Qwest's local service region: Arizona, Colorado, Idaho, Iowa, Minnesota, Montana, Nebraska, New Mexico, North Dakota, Oregon, South Dakota, Utah, Washington and Wyoming. Individual state Performance Assurance Plans may specify and apply state specific variations from the Performance Measure definitions and/or standards contained herein.

# Qwest's Service Performance Indicator Definitions

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# Electronic Gateway Availability

## GA-1 – Gateway Availability – IMA-GUI

**Purpose:**

Evaluates the quality of CLEC access to the IMA-GUI electronic gateway and one associated system, focusing on the extent they are actually available to CLECs.

**Description:**

GA-1A: Measures the availability of the IMA-GUI (Interconnect Mediated Access- Graphical User Interface), and reports the percentage of Scheduled Availability Time the IMA-GUI interface is available for view and/or input.

- Scheduled Up Time hours for preorder, order, and provisioning transactions are based on the currently published hours of availability found on the following website:  
<http://www.qwest.com/wholesale/cmp/ossHours.html>.

GA-1D: Measures the availability of the SIA system, which facilitates access for the IMA-GUI interface and the IMA-EDI interface (see GA-2), and reports the percentage of scheduled time the SIA system is available. Scheduled availability times will be no less than the same hours as listed for IMA-GUI and IMA-EDI.

- Time Gateway is Available to CLECs is equal to Scheduled Availability Time minus Outage Time.
- Scheduled Availability Time is equal to Scheduled Up Time minus Scheduled Down Time.
- Scheduled Down Time is time identified and communicated that the interface is not available due to maintenance and/or upgrade work. Notification of Scheduled Down Time for routine maintenance and/or upgrade work will be provided no less than 48 hours in advance.
- An outage is a critical or serious loss of functionality, attributable to the specified gateway or component (i.e., IMA-GUI, SIA), affecting Qwest's ability to serve its customers. An outage is determined by Qwest technicians through the use of verifiable data, collected from the affected customer(s) and/or from mechanized event management systems.

**Reporting Period:** One month

**Unit of Measure:** Percent

**Reporting Comparisons:** CLEC aggregate results

**Disaggregation Reporting:** Region-wide level.  
Results will be reported as follows:  
GA-1A IMA Graphical User Interface Gateway  
GA-1D SIA system

**Formula:**

$$([(\text{Number of Hours and Minutes Gateway is Available to CLECs During Reporting Period}] \div [\text{Number of Hours and Minutes of Scheduled Availability Time During Reporting Period}]) \times 100$$

**Exclusions:** None

**Product Reporting:** None

**Standard:** 99.25 percent

**Availability:**

Available

**Notes:**

## GA-2 – Gateway Availability – IMA-EDI

<b>Purpose:</b>	
Evaluates the quality of CLEC access to the IMA-EDI electronic gateway, focusing on the extent the gateway is actually available to CLECs.	
<b>Description:</b>	
Measures the availability of IMA-EDI (Interconnect Mediated Access - Electronic Data Interchange) interface and reports the percentage of scheduled availability time the IMA-EDI Interface is available for view and/or input. All times during which the interface is scheduled to be operating during the reporting period are measured.	
<ul style="list-style-type: none"> <li>Scheduled Up Time hours for IMA-EDI based on the currently published hours of availability found on the following website: <a href="http://www.qwest.com/wholesale/cmp/ossHours.html">http://www.qwest.com/wholesale/cmp/ossHours.html</a>. Time Gateway is Available to CLECs is equal to Scheduled Availability Time minus Outage Time.</li> <li>Scheduled Availability Time is equal to Scheduled Up Time minus Scheduled Down Time.</li> <li>Scheduled Down Time is time identified and communicated that the interface is not available due to maintenance and/or upgrade work. Notification of Scheduled Down Time for routine maintenance and/or upgrade work will be provided no less than 48 hours in advance.</li> <li>An outage is a critical or serious loss of functionality, attributable to the specified gateway or component (i.e., IMA-EDI), affecting Qwest's ability to serve its customers. An outage is determined by Qwest technicians through the use of verifiable data, collected from the affected customer(s) and/or from mechanized event management systems.</li> </ul>	
<b>Reporting Period:</b> One month	<b>Unit of Measure:</b> Percent
<b>Reporting Comparisons:</b> CLEC aggregate results	<b>Disaggregation Reporting:</b> Region-wide level. (See GA-1D for reporting of SIA system availability.)
<b>Formula:</b>	
$([ \text{Number of Hours and Minutes Gateway is Available to CLECs During Reporting Period} ] \div [ \text{Number of Hours and Minutes of Scheduled Availability Time During Reporting Period} ]) \times 100$	
<b>Exclusions:</b> None	
<b>Product Reporting:</b> None	<b>Standard:</b> 99.25 percent
<b>Availability:</b> Available	<b>Notes:</b>

### GA-3 – Gateway Availability – EB-TA

<b>Purpose:</b> Evaluates the quality of CLEC access to the EB-TA interface, focusing on the extent the gateway is actually available to CLECs.	
<b>Description:</b> Measures the availability of EB-TA (Electronic Bonding – Trouble Administration) interface and reports the percentage of scheduled availability time the EB-TA Interface is available. <ul style="list-style-type: none"> <li>Scheduled Up Time hours are based on the currently published hours of availability found on the following website: <a href="http://www.qwest.com/wholesale/cmp/ossHours.html">http://www.qwest.com/wholesale/cmp/ossHours.html</a>.</li> <li>Time Gateway is Available to CLECs is equal to Scheduled Availability Time minus Outage Time.</li> <li>Scheduled Availability Time is equal to Scheduled Up Time minus Scheduled Down Time.</li> <li>Scheduled Down Time is time identified and communicated that the interface is not available due to maintenance and/or upgrade work. Notification of Scheduled Down Time for routine maintenance and/or upgrade work will be provided no less than 48 hours in advance.</li> <li>An outage is a critical or serious loss of functionality, attributable to the specified gateway or component (i.e., EB-TA), affecting Qwest's ability to serve its customers. An outage is determined by Qwest technicians through the use of verifiable data, collected from the affected customer(s) and/or from mechanized event management systems.</li> </ul>	
<b>Reporting Period:</b> One month	<b>Unit of Measure:</b> Percent
<b>Reporting Comparisons:</b> CLEC aggregate results	<b>Disaggregation Reporting:</b> Region-wide level.
<b>Formula:</b> $([ \text{Number of Hours and Minutes Gateway is Available to CLECs During Reporting Period} ] \div [ \text{Number of Hours and Minutes of Scheduled Availability During Reporting Period} ]) \times 100$	
<b>Exclusions:</b> None	
<b>Product Reporting:</b> None	<b>Standard:</b> 99.25 percent
<b>Availability:</b> Available	<b>Notes:</b>

## GA-4 – System Availability – EXACT

<b>Purpose:</b> Evaluates the quality of CLEC batch access to the EXACT electronic access service request system, focusing on the extent the system is actually available to CLECs.	
<b>Description:</b> Measures the availability of EXACT system and reports the percentage of scheduled availability time the EXACT system is available. <ul style="list-style-type: none"> <li>Scheduled Up Time hours are based on the currently published hours of availability found on the following website: <a href="http://www.qwest.com/wholesale/cmp/ossHours.html">http://www.qwest.com/wholesale/cmp/ossHours.html</a>.</li> <li>Time System is Available to CLECs is equal to Scheduled Availability Time minus Outage Time.</li> <li>Scheduled Availability Time is equal to Scheduled Up Time minus Scheduled Down Time.</li> <li>Scheduled Down Time is time identified and communicated that the system is not available due to maintenance and/or upgrade work. Notification of Scheduled Down Time for routine maintenance and/or upgrade work will be provided no less than 48 hours in advance.</li> <li>An outage is a critical or serious loss of functionality, attributable to the specified gateway or component (i.e., EXACT), affecting Qwest's ability to serve its customers. An outage is determined by Qwest technicians through the use of verifiable data, collected from the affected customer(s) and/or from mechanized event management systems.</li> </ul>	
<b>Reporting Period:</b> One month	<b>Unit of Measure:</b> Percent
<b>Reporting Comparisons:</b> CLEC aggregate results	<b>Disaggregation Reporting:</b> Region-wide level.
<b>Formula:</b> $([ \text{Number of Hours and Minutes EXACT is Available to CLECs During Reporting Period} ] \div [ \text{Number of Hours and Minutes of Scheduled Availability During Reporting Period} ]) \times 100$	
<b>Exclusions:</b> None	
<b>Product Reporting:</b> None	<b>Standard:</b> 99.25 percent
<b>Availability:</b> Available	<b>Notes:</b>



## GA-6 – Gateway Availability – GUI -- Repair

<b>Purpose:</b> Evaluates the quality of CLEC access to the GUI Repair electronic gateway, focusing on the extent the gateway is actually available to CLECs.	
<b>Description:</b> Measures the availability of the GUI (Graphical User Interface) repair electronic interface and reports the percentage of scheduled availability time the interface is available for view and/or input. All times during which the interface is scheduled to be operating during the reporting period are measured. <ul style="list-style-type: none"> <li>• Scheduled Up Time” hours are based on the currently published hours of availability found on the following website: <a href="http://www.qwest.com/wholesale/cmp/ossHours.html">http://www.qwest.com/wholesale/cmp/ossHours.html</a>.</li> <li>• Time Gateway is Available to CLECs is equal to Scheduled Availability Time minus Outage Time.</li> <li>• Scheduled Availability Time is equal to Scheduled Up Time minus Scheduled Down Time.</li> <li>• Scheduled Down Time is time identified and communicated that the interface is not available due to maintenance and/or upgrade work. Notification of Scheduled Down Time for routine maintenance and/or upgrade work will be provided no less than 48 hours in advance.</li> <li>• An outage is a critical or serious loss of functionality, attributable to the specified gateway or component (i.e., GUI-Repair), affecting Qwest’s ability to serve its customers. An outage is determined by Qwest technicians through the use of verifiable data, collected from the affected customer(s) and/or from mechanized event management systems.</li> </ul>	
<b>Reporting Period:</b> One month	<b>Unit of Measure:</b> Percent
<b>Reporting Comparisons:</b> CLEC aggregate results	<b>Disaggregation Reporting:</b> Region-wide level.
<b>Formula:</b> [Number of Hours and Minutes Gateway is Available to CLECs During Reporting Period ÷ Number of Hours and Minutes of Scheduled Availability Time During Reporting Period] x 100	
<b>Exclusions:</b> None	
<b>Product Reporting:</b> None	<b>Standard:</b> 99.25 percent
<b>Availability:</b>  Available	<b>Notes:</b>

## GA-7 – Timely Outage Resolution following Software Releases

<b>Purpose:</b> Measures the timeliness of resolution of gateway or system outages attributable to software releases for specified OSS interfaces, focusing on CLEC-affecting software releases involving the specified gateways or systems.	
<b>Description:</b> <ul style="list-style-type: none"> <li>Measures the percentage of gateway or system outages, which are attributable to OSS system software releases and which occur within two weeks after the implementation of the OSS system software releases, that are resolved <sup>NOTE 1</sup> within 48 hours of detection by the Qwest monitoring group or reporting by a CLEC/co-provider.</li> <li>Includes software releases associated with the following OSS interfaces in Qwest: IMA-GUI, IMA-EDI, and CEMR, Exchange Access, Control, &amp; Tracking (EXACT) <sup>NOTE 2</sup>, Electronic Bonding– Trouble Administration (EB -TA) <sup>NOTE 3</sup></li> <li>An outage for this measurement is a critical or serious loss of functionality, attributable to the specified gateway or component, affecting Qwest's ability to serve its customers or data loss <sup>NOTE 4</sup> on the Qwest side of the interface. An outage is determined by Qwest technicians through the use of verifiable data, collected from the affected customer(s) and/or from mechanized event management systems.</li> <li>The outage resolution time interval considered in this measurement starts at the time Qwest's monitoring group detects a failure, or at the date/time of the first transaction sent to Qwest that cannot be processed (i.e. lost data), and ends with the time functionality is restored or the lost data is recovered.</li> </ul>	
<b>Reporting Period:</b> Monthly	<b>Unit of Measure:</b> Percent
<b>Reporting Comparisons:</b> CLEC Aggregate	<b>Disaggregation Reporting:</b> Region-wide level.
<b>Formula:</b> $[(\text{Total outages detected within two weeks of a Software Release that are resolved within 48 hours of the time Qwest detects the outage}) \div (\text{Total number of outages detected within two weeks of Software Releases resolved in the Reporting Period})] \times 100$	
<b>Exclusions:</b> <ul style="list-style-type: none"> <li>Outages in releases prior to any CLEC migrating to the release.</li> <li>Duplicate reports attributable to the same software defect.</li> </ul>	
<b>Product Reporting:</b> None	<b>Standards:</b> Volume = 1-20: 1 miss Volume > 20: 95%
<b>Availability:</b>  Available	<b>Notes:</b> <ol style="list-style-type: none"> <li>"Resolved" means that service is restored to the reporting CLEC, as experienced by the CLEC.</li> <li>EXACT is a Telecordia system. Only releases for changes initiated by Qwest for hardware or connectivity will be included in this measurement.</li> <li>Outages reported under EB-TA are the same as outages in MEDIACC.</li> <li>For data loss to be considered for GA-7, a functional acknowledgement must have been provided for the data in question (e.g., EDI 997, LSR ID or trouble ticket number).</li> </ol>

## Pre-Order/Order

### PO-1 – Pre-Order/Order Response Times

**Purpose:**

Evaluates the timeliness of responses to specific preordering/ordering queries for CLECs through the use of Qwest's Operational Support Systems (OSS). Qwest's OSS are accessed through the specified gateway interface.

**Description:****PO-1A & PO-1B:**

Measures the time interval between query and response for specified pre-order/order transactions through the electronic interface.

- Measurements are made using a system that simulates the transactions of requesting pre-ordering/ordering information from the underlying existing OSS. These simulated transactions are made through the operational production interfaces and existing systems in a manner that reflects, in a statistically-valid manner, the transaction response times experienced by CLEC service representatives in the reporting period.
- The time interval between query and response consists of the period from the time the transaction request was "sent" to the time it is "received" via the gateway interface.
- A query is an individual request for the specified type of information.

**PO-1C:**

- Measures the percentage of all IRTM Queries measured by PO-1A & 1B transmitted in the reporting period that timeout before receiving a response.

**PO-1D:**

- Measures the average response time for a sampling of rejected queries across preorder transaction types. The response time measured is the time between the issuance of a pre-ordering transaction and the receipt of an error message associated with a "rejected query." A rejected query is a transaction that cannot be successfully processed due to the provision of incomplete or invalid information by the sender, which results in an error message back to the sender. <sup>NOTE 1</sup>

**Reporting Period:** One month

**Unit of Measure:**

PO-1A, PO-1B, & PO-1D: Seconds

PO-1C: Percent

## PO-1 – Pre-Order/Order Response Times (continued)

<p><b>Reporting Comparisons:</b> CLEC aggregate.</p>	<p><b>Disaggregation Reporting:</b> Region-wide level. Results are reported as follows:            PO-1A Pre-Order/Order Response Time for IMA-GUI            PO-1B Pre-Order/Order Response Time for IMA-EDI            Results are reported separately for each of the following transaction types: <sup>NOTE 2</sup></p> <ol style="list-style-type: none"> <li>1. Appointment Scheduling (Due Date Reservation, where appointment is required)</li> <li>2. Service Availability Information</li> <li>3. Facility Availability</li> <li>4. Street Address Validation</li> <li>5. Customer Service Records</li> <li>6. Telephone Number</li> <li>7. Loop Qualification Tools <sup>NOTE 3</sup></li> <li>8. Resale of Qwest DSL Qualification</li> <li>9. Connecting Facility Assignment <sup>NOTE 4</sup></li> <li>10. Meet Point Inquiry <sup>NOTE 5</sup></li> </ol> <p>For PO-1A (transactions via IMA-GUI), in addition to reporting total response time, response times for each of the above transactions will be reported in two parts: (a) time to access the request screen, and (b) time to receive the response for the specified transaction. For PO-1A 6, Telephone Number, a third part (c) accept screen, will be reported.</p> <p>For PO-1B (transactions via IMA-EDI), request/response will be reported as a combined number.</p> <p>PO-1C Results for PO-1C will be reported according to the gateway interface used:</p> <ol style="list-style-type: none"> <li>1. Percent of Preorder Transactions that Timeout IMA-GUI</li> <li>2. Percent of Preorder Transactions that Timeout IMA-EDI</li> </ol> <p>PO-1D Results for PO-1D will be reported according to the gateway interface used:</p> <ol style="list-style-type: none"> <li>1. Rejected Response Times for IMA-GUI</li> <li>2. Rejected Response Times for IMA-EDI</li> </ol>
<p><b>Formula:</b></p>	<p>PO-1A &amp; PO-1B = <math>\Sigma[(\text{Query Response Date \&amp; Time}) - (\text{Query Submission Date \&amp; Time})] \div (\text{Number of Queries Submitted in Reporting Period})</math></p> <p>PO-1C = <math>[(\text{Number of IRTM Queries measured by PO-1A \&amp; 1B that Timeout before receiving response}) \div (\text{Number of IRTM Queries Transmitted in Reporting Period})] \times 100</math></p> <p>PO-1D = <math>\Sigma[(\text{Rejected Query Response Date \&amp; Time}) - (\text{Query Submission Date \&amp; Time})] \div (\text{Number of Rejected Query Transactions Simulated by IRTM})</math></p>
<p><b>Exclusions:</b></p>	<p>PO-1A &amp; PO-1B:</p> <ul style="list-style-type: none"> <li>• Rejected requests/errors, and timed out transactions</li> </ul> <p>PO-1C:</p> <ul style="list-style-type: none"> <li>• Rejected requests and errors</li> </ul> <p>PO-1D:</p> <ul style="list-style-type: none"> <li>• Timed out transactions</li> </ul>

## PO-1 – Pre-Order/Order Response Times (continued)

<b>Product Reporting:</b> None	<b>Standards:</b> Total Response Time:	IMA-GUI	IMA-EDI
	1. Appointment Scheduling	<10 seconds	<10 seconds
	2. Service Availability Information	<25 seconds	<25 seconds
	3. Facility Availability	<25 seconds <sup>6</sup>	<25 seconds <sup>6</sup>
	4. Street Address Validation	<10 seconds	<10 seconds
	5. Customer Service Records	<12.5 seconds <sup>6</sup>	<12.5 seconds <sup>6</sup>
	6. Telephone Number	<10 seconds	<10 seconds
	7. Loop Qualification Tools NOTE <sup>3</sup>	≤ 20 seconds <sup>7</sup>	≤ 20 seconds
	8. Resale of Qwest DSL Qualification	≤ 20 seconds <sup>7</sup>	≤ 20 seconds
	9. Connecting Facility Assignment	≤ 25 seconds	≤ 25 seconds
	10. Meet Point Inquiry	≤ 30 seconds	≤ 30 seconds
	PO-1C-1	0.5%	
	PO-1C-2	0.5%	
	PO-1D-1 & 2	Diagnostic	
<b>Availability:</b> Available	<b>Notes:</b> 1. Rejected query types used in PO-1D are those developed for internal Qwest diagnostic purposes. 2. As additional transactions, currently done manually, are mechanized, they will be measured and added to or included in the above list of transactions, as applicable. 3. Results based on a weighted combination of ADSL Loop Qualification and Raw Loop Data Tool. 4. Results based on Connecting Facility Assignment by Unit Query. 5. Results based on meet Point Query, POTS Splitter option for Shared loops. 6. Times reflect non-complex services, including residential, simple business, or POTS account. Does not include ADSL or accounts>25 lines. 7. Benchmark applies to response time only. Request time and Total time will also be reported.		

## PO-2 – Electronic Flow-through

<b>Purpose:</b> Monitors the extent Qwest's processing of CLEC Local Service Requests (LSRs) is completely electronic, focusing on the degree that electronically-transmitted LSRs flow directly to the service order processor without human intervention or without manual retyping.	
<b>Description:</b> PO-2A - Measures the percentage of all electronic LSRs that flow from the specified electronic gateway interface to the Service Order Processor (SOP) without any human intervention. <ul style="list-style-type: none"> <li>Includes all LSRs that are submitted electronically through the specified interface during the reporting period, subject to exclusions specified below.</li> </ul> PO-2B – Measures the percentage of all flow-through-eligible LSRs <sup>NOTE 1</sup> that flow from the specified electronic gateway interface to the SOP without any human intervention. <ul style="list-style-type: none"> <li>Includes all flow-through-eligible LSRs that are submitted electronically through the specified interface during the reporting period, subject to exclusions specified below.</li> </ul>	
<b>Reporting Period:</b> One month	<b>Unit of Measure:</b> Percent
<b>Reporting Comparisons:</b> CLEC aggregate, individual CLEC	<b>Disaggregation Reporting:</b> Statewide level (per multi-state system serving the state). Results for PO-2A and PO-2B will be reported according to the gateway interface* used to submit the LSR: <ol style="list-style-type: none"> <li>LSRs received via IMA-GUI</li> <li>LSRs received via IMA-EDI</li> </ol> *CO also reports an aggregate of IMA-GUI and IMA-EDI results.
<b>Formula:</b> PO-2A = $[(\text{Number of Electronic LSRs that pass from the Gateway Interface to the SOP without human intervention}) \div (\text{Total Number of Electronic LSRs that pass through the Gateway Interface})] \times 100$  PO-2B = $[(\text{Number of flow-through-eligible Electronic LSRs that actually pass from the Gateway Interface to the SOP without human intervention}) \div (\text{Number of flow-through-eligible Electronic LSRs received through the Gateway Interface})] \times 100$	
<b>Exclusions:</b> <ul style="list-style-type: none"> <li>Rejected LSRs and LSRs containing CLEC-caused non-fatal errors.</li> <li>Non-electronic LSRs (e.g., via fax or courier).</li> <li>Records with invalid product codes.</li> <li>Records missing data essential to the calculation of the measurement per the PID.</li> <li>Duplicate LSR numbers. (Exclusion to be eliminated upon implementation of IMA capability to disallow duplicate LSR #'s.)</li> <li>Invalid start/stop dates/times.</li> </ul>	

## PO-2 – Electronic Flow-through (continued)

<b>Product Reporting:</b> <ul style="list-style-type: none"> <li>• Resale</li> <li>• Unbundled Loops (with or without Local Number Portability)</li> <li>• Local Number Portability</li> <li>• UNE-P (POTS) and UNE-P (Centrex 21)</li> <li>• Line Sharing</li> </ul>	<b>Standards:</b> <b>PO-2A:</b> <b>CO:</b> CO PO-2B benchmarks minus 10 percent <sup>NOTE 2</sup> <b>All Other States:</b> Diagnostic  <b>PO-2B:</b> <sup>NOTE 2</sup> <table border="1" data-bbox="618 407 1403 583"> <tr> <td>Resale:</td><td>95%</td></tr> <tr> <td>Unbundled Loops:</td><td>85%</td></tr> <tr> <td>LNP:</td><td>95%</td></tr> <tr> <td>UNE-P (POTS &amp; Centrex 21):</td><td>95%</td></tr> <tr> <td>Line Sharing:</td><td>Diagnostic <sup>NOTE 3</sup></td></tr> </table>	Resale:	95%	Unbundled Loops:	85%	LNP:	95%	UNE-P (POTS & Centrex 21):	95%	Line Sharing:	Diagnostic <sup>NOTE 3</sup>
Resale:	95%										
Unbundled Loops:	85%										
LNP:	95%										
UNE-P (POTS & Centrex 21):	95%										
Line Sharing:	Diagnostic <sup>NOTE 3</sup>										
<b>Availability:</b> Available (except as follows):  Combined reporting of UNE-P (POTS) and UNE-P (Centrex 21) – beginning with Jul 04 data on the Aug 04 report.  Line Sharing – beginning with Jul 04 data on the Aug 04 report	<b>Notes:</b> <ol style="list-style-type: none"> <li>1. The list of LSR types classified as eligible for flow through is contained in the “LSRs Eligible for Flow Through” matrix. This matrix also includes availability for enhancements to flow through. Matrix will be distributed through the CMP process.</li> <li>2. In Colorado the standard for PO-2 is considered met if the standard for either PO-2A or PO-2B is met. For both PO-2A and PO-2B, the benchmark percentages shown apply to the aggregations of PO-2A-1 and PO-2A-2 (i.e., the combined PO-2A result) and of PO-2B-1 and PO-2B-2 (i.e., the combined PO-2B result).</li> <li>3. The standard and future disaggregated reporting of the Line Sharing product is TBD, pending resolution of TRO issues.</li> </ol>										

## PO-3 – LSR Rejection Notice Interval

<b>Purpose:</b> Monitors the timeliness with which Qwest notifies CLECs that electronic and manual LSRs were rejected.	
<b>Description:</b> Measures the interval between the receipt of a Local Service Request (LSR) and the rejection of the LSR for standard categories of errors/reasons. <ul style="list-style-type: none"> <li>Includes all LSRs submitted through the specified interface that are rejected during the reporting period.</li> <li>Standard reasons for rejections are: missing/incomplete/mismatching/unintelligible information, duplicate request or LSR/PON (purchase order number), no separate LSR for each account telephone number affected, no valid contract, no valid end user verification, account not working in Qwest territory, service-affecting order pending, request is outside established parameters for service, and lack of CLEC response to Qwest question for clarification about the LSR.</li> <li>Included in the interval is time required for efforts by Qwest to work with the CLEC to avoid the necessity of rejecting the LSR.</li> <li>With hours: minutes reporting, hours counted are (1) business hours for manual rejects (involving human intervention) and (2) published Gateway Availability hours for auto-rejects (involving no human intervention). Business hours are defined as time during normal business hours of the Wholesale Delivery Service Centers, except for PO-3C in which hours counted are workweek clock hours. Gateway Availability hours are based on the currently published hours of availability found on the following website: <a href="http://www.qwest.com/wholesale/cmp/ossHours.html">http://www.qwest.com/wholesale/cmp/ossHours.html</a>.</li> </ul>	
<b>Reporting Period:</b> One month	<b>Unit of Measure:</b> PO-3A-1, PO-3B-1 & PO-3C - Hrs: Mins. PO-3A-2 & PO-3B-2 – Mins: Secs.
<b>Reporting Comparisons:</b> CLEC aggregate and individual CLEC results	<b>Disaggregation Reporting:</b> Results for this indicator are reported according to the gateway interface used to submit the LSR: <ul style="list-style-type: none"> <li>PO-3A-1, LSRs received via IMA-GUI and rejected manually: Statewide</li> <li>PO-3A-2, LSRs received via IMA-GUI and auto-rejected: Region wide</li> <li>PO-3B-1, LSRs received via IMA-EDI and rejected manually: Statewide</li> <li>PO-3B-2, LSRs received via IMA-EDI and auto-rejected: Region wide</li> <li>PO-3C, LSRs received via facsimile: Statewide</li> </ul>
<b>Formula:</b> $\Sigma [(Date \text{ and time of Rejection Notice transmittal}) - (Date \text{ and time of LSR receipt})] \div (\text{Total number of LSR Rejection Notifications})$	
<b>Exclusions:</b> <ul style="list-style-type: none"> <li>Records with invalid product codes.</li> <li>Records missing data essential to the calculation of the measurement per the PID.</li> <li>Duplicate LSR numbers. (Exclusion to be eliminated upon implementation of IMA capability to disallow duplicate LSR #'s.)</li> <li>Invalid start/stop dates/times.</li> </ul>	
<b>Product Reporting:</b> Not applicable (reported by ordering interface).	<b>Standards:</b> <ul style="list-style-type: none"> <li>PO-3A-1 and -3B-1: ≤ 12 business hours</li> <li>PO-3A-2 and -3B-2: ≤ 18 seconds</li> <li>PO-3C: ≤ 24 work week clock hours</li> </ul>
<b>Availability:</b> Available	<b>Notes:</b>



## PO-4 – LSRs Rejected

<b>Purpose:</b> Monitors the extent LSRs are rejected as a percentage of all LSRs to provide information to help address potential issues that might be raised by the indicator of LSR rejection notice intervals.	
<b>Description:</b> Measures the percentage of LSRs rejected (returned to the CLEC) for standard categories of errors/reasons. <ul style="list-style-type: none"> <li>Includes all LSRs submitted through the specified interface that are rejected or FOC'd during the reporting period.</li> <li>Standard reasons for rejections are: missing/incomplete/mismatching/unintelligible information; duplicate request or LSR/PON (purchase order number); no separate LSR for each account telephone number affected; no valid contract; no valid end user verification; account not working in Qwest territory; service-affecting order pending; request is outside established parameters for service; and lack of CLEC response to Qwest question for clarification about the LSR.</li> </ul>	
<b>Reporting Period:</b> One month	<b>Unit of Measure:</b> Percent of LSRs
<b>Reporting Comparisons:</b> CLEC aggregate and individual CLEC results	<b>Disaggregation Reporting:</b> Results for this indicator are reported according to the gateway interface used to submit the LSR: <ul style="list-style-type: none"> <li>PO-4A-1 LSRs received via IMA-GUI and rejected manually – Region wide</li> <li>PO-4A -2 LSRs received via IMA-GUI and auto-rejected – Region wide</li> <li>PO-4B-1 LSRs received via IMA-EDI and rejected manually – Region wide</li> <li>PO-4B -2 LSRs received via IMA-EDI and auto-rejected – Region wide</li> <li>PO-4C LSRs received via facsimile – Statewide</li> </ul>
<b>Formula:</b> $[(\text{Total number of LSRs rejected via the specified method in the reporting period}) \div (\text{Total of all LSRs that are received via the specified interface that were rejected or FOC'd in the reporting period})] \times 100$	
<b>Exclusions:</b> <ul style="list-style-type: none"> <li>Records with invalid product codes.</li> <li>Records missing data essential to the calculation of the measurement per the PID.</li> <li>Duplicate LSR numbers. (Exclusion to be eliminated upon implementation of IMA capability to disallow duplicate LSR #'s.)</li> <li>Invalid start/stop dates/times.</li> </ul>	
<b>Product Reporting:</b> Not applicable (reported by ordering interface).	<b>Standard:</b> Diagnostic
<b>Availability:</b>  Available	<b>Notes:</b>

## PO-5 – Firm Order Confirmations (FOCs) On Time

### Purpose:

Monitors the timeliness with which Qwest returns Firm Order Confirmations (FOCs) to CLECs in response to LSRs/ASRs received from CLECs, focusing on the degree to which FOCs are provided within specified intervals.

### Description:

Measures the percentage of Firm Order Confirmations (FOCs) that are provided to CLECs within the intervals specified under "Standards" below for FOC notifications.

- Includes all LSRs/ASRs that are submitted through the specified interface or in the specified manner (i.e., facsimile) that receive an FOC during the reporting period, subject to exclusions specified below. (Acknowledgments sent separately from an FOC (e.g., EDI 997 transactions are not included.)
- For PO-5A, the interval measured is the period between the LSR received date/time (based on scheduled up time) and Qwest's response with a FOC notification (notification date and time).
- For PO-5B, 5C, and 5D, the interval measured is the period between the application date and time, as defined herein, and Qwest's response with a FOC notification (notification date and time).
- "Fully electronic" LSRs are those (1) that are received via IMA-GUI or IMA-EDI, (2) that involve no manual intervention, and (3) for which FOCs are provided mechanically to the CLEC. <sup>NOTE 2</sup>
- "Electronic/manual" LSRs are received electronically via IMA-GUI or IMA-EDI and involve manual processing.
- "Manual" LSRs are received manually (via facsimile) and processed manually.
- ASRs are measured only in business days.
- LSRs will be evaluated according to the FOC interval categories shown in the "Standards" section below, based on the number of lines/services requested on the LSR or, where multiple LSRs from the same CLEC are related, based on the combined number of lines/services requested on the related LSRs.

**Reporting Period:** One month

**Unit of Measure:** Percent

### Reporting

**Comparisons:** CLEC aggregate and individual CLEC results

**Disaggregation Reporting:** Statewide level (per multi-state system serving the state).

Results for this indicator are reported as follows:

- PO-5A:\* FOCs provided for fully electronic LSRs received via:
  - PO-5A-1 IMA-GUI
  - PO-5A-2 IMA-EDI
- PO-5B:\* FOCs provided for electronic/manual LSRs received via:
  - PO-5B-1 IMA-GUI
  - PO-5B-2 IMA-EDI
- PO-5C:\* FOCs provided for manual LSRs received via Facsimile.
- PO-5D: FOCs provided for ASRs requesting LIS Trunks.

\* Each of the PO-5A, PO-5B and PO-5C measurements listed above will be further disaggregated as follows:

- (a) FOCs provided for Resale services and UNE-P
- (b) FOCs provided for Unbundled Loops and specified Unbundled Network Elements
- (c) FOCs provided for LNP

### Formula:

PO-5A =  $\{[\text{Count of LSRs for which the original FOC's "(FOC Notification Date \& Time) - (LSR received date/time (based on scheduled up time))" is within 20 minutes}] \div (\text{Total Number of original FOC Notifications transmitted for the service category in the reporting period})\} \times 100$

PO-5B, 5C, \& 5D =  $\{[\text{Count of LSRs/ASRs for which the original FOC's "(FOC Notification Date \& Time) - (Application Date \& Time)" is within the intervals specified for the service category involved}] \div (\text{Total Number of original FOC Notifications transmitted for the service category in the reporting period})\} \times 100$

## PO-5 – Firm Order Confirmations (FOCs) On Time (continued)

### Exclusions:

- LSRs/ASRs involving individual case basis (ICB) handling based on quantities of lines, as specified in the "Standards" section below, or service/request types, deemed to be projects.
- Hours on Weekends and holidays. (Except for PO-5A which only excludes hours outside the scheduled up time).
- LSRs with CLEC-requested FOC arrangements different from standard FOC arrangements.
- Records with invalid product codes.
- Records missing data essential to the calculation of the measurement per the PID.
- Duplicate LSR numbers. (Exclusion to be eliminated upon implementation of IMA capability to disallow duplicate LSR #'s.)
- Invalid start/stop dates/times.

### Additional PO-5D exclusion:

- Records with invalid application or confirmation dates.

### Product Reporting:

- For PO-5A, -5B and -5C:  
(a) Resale services UNE-P (POTS) and UNE-P Centrex  
(b) Unbundled Loops and specified Unbundled Network Elements.  
(c) LNP
- For PO-5D: LIS Trunks.

### Standards:

- For PO-5A (all): 95% within 20 minutes <sup>NOTE 2</sup>
- For PO-5B (all): 90% within standard FOC intervals (specified below)
- For PO-5C (manual): 90% within standard FOC intervals specified below PLUS 24 hours <sup>NOTE 3</sup>
- For PO-5D (LIS Trunks): 85% within eight business days

### Standard FOC Intervals for PO-5B and PO-5C

Product Group <sup>NOTE 1</sup>		FOC Interval
<b>Resale</b>		<b>24 hours</b>
Residence and Business POTS	1-39 lines	
ISDN-Basic	1-10 lines	
– Conversion As Is		
– Adding/Changing features		
– Add primary directory listing to established loop		
– Add call appearance		
Centrex Non-Design	1-19 lines	
with no Common Block Configuration		
Centrex line feature changes/adds/removals (all)		
<b>LNP</b>	1-24 lines	
<b>Unbundled Loops</b>	1-24 loops	
2/4 Wire analog		
DS3 Capable		
<b>Sub-loop</b>	1-24 sub-loops	
[included in Product Reporting group (b)]		
<b>Line Sharing/Line Splitting</b>	1-24 shared	
[included in Product Reporting group (b)]		
loops		
<b>Unbundled Network Element–Platform (UNE-P POTS)</b>		
1 – 39 lines		

## PO-5 – Firm Order Confirmations (FOCs) On Time (continued)

	<b>Resale</b>		
	ISDN-Basic	1-10 lines	<b>48 hours</b>
	– Conversion As Specified		
	– New Installs		
	– Address Changes		
	– Change to add Loop		
	ISDN-PRI (Facility)	1-3	
	PBX	1-24 trunks	
	DS0 or Voice Grade Equivalent	1-24	
	DS1 Facility	1-24	
	DS3 Facility	1-3	
	<b>LNP</b>	25-49 lines	
	<b>Enhanced Extended Loops (EELs)</b> [included in Product Reporting group (b)]		
<b>DS1</b>	1-24 circuits		
	<b>Resale</b>		
	Centrex (including Centrex 21, Non-design, Centrex 21 Basic ISDN, Centrex-Plus, Centron, Centrex Primes)	1-10 lines	<b>72 hours</b>
	– With Common Block Configuration required		
	– Initial establishment of Centrex CMS services		
	– Tie lines or NARs activity		
	– Subsequent to initial Common Block		
	– Station lines		
	– Automatic Route Selection		
	– Uniform Call Distribution		
	– Additional numbers		
<b>UNE-P Centrex</b>	1-10 lines		
<b>UNE-P Centrex 21</b>	1-10 lines		
	<b>Unbundled Loops with Facility Check</b> <sup>(NOTE 2, 3)</sup>	1 – 24 loops	
	2/4 wire Non-loaded		
	ADSL compatible		
	ISDN capable		
	XDSL-I capable		
	<b>Resale</b>		
	ISDN-PRI (Trunks)	1-12 trunks	<b>96 hours</b>
	<b>For PO-5D:</b>		<b>8 business days</b>
	LIS Trunks	1-240 trunk circuits	
	<b>Availability:</b>	Available	
	<b>Notes:</b>		
	1. LSRs with quantities above the highest number specified for each product type are considered ICB.		
	2. Unbundled Loop with Facility Check can be processed electronically; however, because this category always carries a 72-hour FOC interval the FOC results for this product will appear in PO-5B if received electronically or PO-5C if received manually.		
	3. Unbundled Loop with Facility Check will not add an additional 24 hours to the 72-hour interval if the LSR is submitted manually.		

## PO-6 – Work Completion Notification Timeliness

<b>Purpose:</b> To evaluate the timeliness of Qwest issuing electronic notification at an LSR level to CLECs that provisioning work on all service orders that comprise the CLEC LSR have been completed in the Service Order Processor and the service is available to the customer.		
<b>Description:</b> PO-6A & 6B: <ul style="list-style-type: none"><li>Includes all orders completed in the Qwest Service Order Processor that generate completion notifications in the reporting period, subject to exclusions shown below.</li><li>The start time is the date/time when the last of the service orders that comprise the CLEC LSR is posted as completed in the Service Order Processor.</li><li>The end time is when the electronic order completion notice is made available (IMA-GUI) <sup>NOTE 1</sup> or transmitted (IMA-EDI) to the CLEC via the ordering interface used to place the local service request. The notification is transmitted at an LSR level when all service orders that comprise the CLEC LSR are complete.</li><li>With hours: minutes reporting, hours counted are during the published Gateway Availability hours. Gateway Availability hours are based on the currently published hours of availability found on the following website: <a href="http://www.qwest.com/wholesale/cmp/ossHours.html">http://www.qwest.com/wholesale/cmp/ossHours.html</a>.</li></ul>		
<b>Reporting Period:</b> One month		<b>Unit of Measure:</b> PO-6A - 6B:                      Hrs:Mins
<b>Reporting Comparisons:</b> CLEC aggregate and individual CLEC results.	<b>Disaggregation Reporting:</b> Statewide level. <ul style="list-style-type: none"><li>PO-6A Notices transmitted via IMA-GUI</li><li>PO-6B Notices transmitted via IMA-EDI</li></ul>	
<b>Formula:</b> <u>For completion notifications generated from LSRs received via IMA-GUI:</u> $PO-6A = \frac{\Sigma((\text{Date and Time Completion Notification made available to CLEC}) - (\text{Date and Time the last of the service orders that comprise the CLEC LSR is completed in the Service Order Processor}))}{(\text{Number of completion notifications made available in reporting period})}$ <u>For completion notifications generated from LSRs received via IMA-EDI:</u> $PO-6B = \frac{\Sigma((\text{Date and Time Completion Notification transmitted to CLEC}) - (\text{Date and Time the last of the service orders that comprise the CLEC LSR is completed in the Service Order Processor.}))}{(\text{Number of completion notifications transmitted in reporting period})}$		
<b>Exclusions:</b> PO – 6A & 6B: <ul style="list-style-type: none"><li>Records with invalid completion dates.</li><li>LSRs submitted manually (e.g., via facsimile).</li><li>ASRs submitted via EXACT.</li></ul>		
<b>Product Reporting:</b> PO – 6A & 6B Aggregate reporting for all products ordered through IMA-GUI and, separately, IMA-EDI (see disaggregation reporting).		<b>Standard:</b> 6 hours
<b>Availability:</b> Available	<b>Notes:</b> 1. The time a notice is “made available” via the IMA-GUI is the time Qwest stores a status update related to the completion notice in the IMA Status Updates database. When this occurs, the notice can be immediately viewed by the CLEC using the Status Updates window or by using the LSR Notice Inquiry function.	

## PO-7 – Billing Completion Notification Timeliness

### Purpose:

To evaluate the timeliness with which electronic billing completion notifications are made available or transmitted to CLECs, focusing on the percentage of notifications that are made available or transmitted (for CLECs) or posted in the billing system (for Qwest retail) within five business days.

### Description:

#### PO-7A & 7B:

- This measurement includes all orders posted in the CRIS billing system for which billing completion notices are made available or transmitted in the reporting period, subject to exclusions shown below.
- Intervals used in this measurement are from the time a service order is completed in the SOP to the time billing completion for the order is made available or transmitted to the CLEC.
  - The time a notice is “made available” via the IMA-GUI consists of the time Qwest stores the completion notice in the IMA Status Updates database. When this occurs, the notice can be immediately viewed by the CLEC using the Status Updates window.
  - The time a notice is “transmitted” via IMA-EDI consists of the time Qwest actually transmits the completion notice via IMA-EDI. Applicable only to those CLECs who are certified and setup to receive the notices via IMA-EDI.
- The start time is when the completion of the service order is posted in the Qwest SOP. The end time is when, confirming that the order has been posted in the CRIS billing system, the electronic billing completion notice is made available to the CLEC via the same ordering interface (IMA-GUI or IMA-EDI) as used to submit the LSR.
- Intervals counted in the numerator of these measurements are those that are five business days or less.

#### PO-7C:

- This measurement includes all retail orders posted in the CRIS Billing system in the reporting period, subject to exclusions shown below.
- Intervals used in this measurement are from the time an order is completed in the SOP to the time it is posted in the CRIS billing system.
- The start time is when the completion of the order is posted in the SOP. The end time is when the order is posted in the CRIS billing system.
- Intervals counted in the numerator of this measurement are those that are five business days or less.

**Reporting Period:** One month

**Unit of Measure:** Percent

### Reporting Comparisons:

PO-7A and -7B: CLEC aggregate and individual CLEC results.

PO-7C: Qwest retail results.

### Disaggregation Reporting: Statewide level.

- PO-7A Notices made available via IMA-GUI
- PO-7B Notices transmitted via IMA-EDI
- PO-7C Billing system posting completions for Qwest Retail

### Formula:

For wholesale service orders Qwest generates for LSRs received via IMA:

PO-7A =  $\frac{\text{(Number of electronic billing completion notices in the reporting period made available within five business days of posting complete in the SOP)}}{\text{(Total Number of electronic billing completion notices made available during the reporting period)}}$

PO-7B =  $\frac{\text{(Number of electronic billing completion notices in the reporting period transmitted within five business days of posting complete in the SOP)}}{\text{(Total Number of electronic billing completion notices transmitted during the reporting period)}}$

For service orders Qwest generates for retail customers (i.e., the retail analogue for PO-7A & -7B):

PO-7C =  $\frac{\text{(Total number of retail service orders posted in the CRIS billing system in the reporting period that were posted within 5 business days)}}{\text{(Total number of retail service orders posted in the CRIS billing system in the reporting period)}}$

## PO-7 – Billing Completion Notification Timeliness (continued)

**Exclusions:**

PO-7A, 7B & 7C

- Services that are not billed through CRIS, e.g. Resale Frame Relay.
- Records with invalid completion dates.

PO-7A & 7B

- LSRs submitted manually.
- ASRs submitted via EXACT.

**Product Reporting:**

Aggregate reporting for all products ordered through IMA-GUI and, separately, IMA-EDI (see disaggregation reporting).

**Standard:**

PO-7A and -7B: Parity with PO-7C

**Availability:**

Available

**Notes:**

## PO-8 – Jeopardy Notice Interval

<b>Purpose:</b> Evaluates the timeliness of jeopardy notifications, focusing on how far in advance of original due dates jeopardy notifications are provided to CLECs (regardless of whether the due date was actually missed).	
<b>Description:</b> Measures the average time lapsed between the date the customer is first notified of an order jeopardy event and the original due date of the order. <ul style="list-style-type: none"> <li>Includes all orders completed in the reporting period that received jeopardy notifications.</li> </ul>	
<b>Reporting Period:</b> One month	<b>Unit of Measure:</b> Average <u>Business days</u> <sup>NOTE 1</sup>
<b>Reporting Comparisons:</b> CLEC aggregate, individual CLEC and Qwest Retail results	<b>Disaggregation Reporting:</b> Statewide level. (This measure is reported by jeopardy notification process as used for the categories shown under Product Reporting.)
<b>Formula:</b> $[\sum(\text{Date of the original due date of orders completed in the reporting period that received jeopardy notification} - \text{Date of the first jeopardy notification}) \div \text{Total orders completed in the reporting period that received jeopardy notification}]$	
<b>Exclusions:</b> <ul style="list-style-type: none"> <li>Jeopardies done after the original due date is past.</li> <li>Records involving official company services.</li> <li>Records with invalid due dates or <u>application dates</u>.</li> <li>Records with invalid completion dates.</li> <li>Records with invalid product codes.</li> <li>Records missing data essential to the calculation of the measurement per the PID.</li> </ul>	
<b>Product Reporting:</b> A Non-Designed Services B Unbundled Loops (with or without Number Portability) C LIS Trunks D UNE-P (POTS)	<b>Standards:</b> A Parity with Retail POTS B Parity with Retail POTS  C Parity with Feature Group D (FGD) services D Parity with Retail POTS
<b>Availability:</b>  Available	<b>Notes:</b> 1. For PO-8A and -D, Saturday is counted as a business day for all non-dispatched orders for Resale Residence, Resale Business, and UNE-P (POTS), as well as for the retail analogues specified above as standards. For dispatched orders for Resale Residence, Resale Business, and UNE-P (POTS) and for all other products reported under PO-8B and -8C, Saturday is counted as a business day when the service order is due on Saturday.



## PO-9 – Timely Jeopardy Notices

<b>Purpose:</b> When original due dates are missed, measures the extent to which Qwest notifies customers in advance of jeopardized due dates.	
<b>Description:</b> Measures the percentage of late orders for which advance jeopardy notification is provided. <ul style="list-style-type: none"> <li>Includes all inward orders (Change, New, and Transfer order types) assigned a due date by Qwest and which are completed/closed in the reporting period that missed the original due date. Change order types included in this measurement consist of all C orders representing <u>inward activity</u>.</li> <li>Missed due date orders with jeopardy notifications provided on or after the original due date is past will be counted in the denominator of the formula but will not be counted in the numerator.</li> </ul>	
<b>Reporting Period:</b> One month	<b>Unit of Measure:</b> Percent
<b>Reporting Comparisons:</b> CLEC aggregate, individual CLEC and Qwest Retail results	<b>Disaggregation Reporting:</b> Statewide level. (This measure is reported by jeopardy notification process as used for the categories shown under Product Reporting.)
<b>Formula:</b> $[(\text{Total missed due date orders completed in the reporting period that received jeopardy notification in advance of original due date}) \div (\text{Total number of missed due date orders completed in the reporting period})] \times 100$	
<b>Exclusions:</b> <ul style="list-style-type: none"> <li>Orders missed for customer reasons.</li> <li>Records with invalid product codes.</li> <li>Records involving official company services.</li> <li>Records with invalid due dates or <u>application dates</u>.</li> <li>Records with invalid completion dates.</li> <li>Records with invalid product codes.</li> <li>Records missing data essential to the calculation of the measurement per the PID.</li> </ul>	
<b>Product Reporting:</b> <ul style="list-style-type: none"> <li>A Non-Designed Services</li> <li>B Unbundled Loops (with or without Number Portability)</li> <li>C LIS Trunks</li> <li>D UNE-P (POTS)</li> </ul>	<b>Standards:</b> <ul style="list-style-type: none"> <li>A Parity with Retail POTS</li> <li>B Parity with Retail POTS</li> <li>C Parity with Feature Group D (FGD) Services</li> <li>D Parity with Retail POTS</li> </ul>
<b>Availability:</b> <div style="text-align: center;">Available</div>	<b>Notes:</b>

## PO-15 – Number of Due Date Changes per Order

<b>Purpose:</b> To evaluate the extent to which Qwest changes due dates on orders.	
<b>Description:</b> Measures the average number of Qwest due date changes per order. <ul style="list-style-type: none"> <li>Includes all inward orders (Change, New, and Transfer order types) that have been assigned a due date in the reporting period subject to the exclusions below. Change order types for additional lines consist of all "C" orders representing <u>inward activity</u>.</li> <li>Counts all due date changes made for Qwest reasons following assignment of the original due date.</li> </ul>	
<b>Reporting Period:</b> One month	<b>Unit of Measure:</b> Average Number of Due Date Changes
<b>Reporting Comparisons:</b> CLEC aggregate, individual CLEC, and Qwest retail results.	<b>Disaggregation Reporting:</b> Statewide level.
<b>Formula:</b> $\Sigma(\text{Count of Qwest due date changes on all orders}) \div (\text{Total orders in reporting period})$	
<b>Exclusions:</b> <ul style="list-style-type: none"> <li>Customer requested due date changes.</li> <li>Records involving official company services.</li> <li>Records with invalid due dates or <u>application dates</u>.</li> <li>Records with invalid product codes.</li> <li>Records missing data essential to the calculation of the measurement per the PID.</li> </ul>	
<b>Product Reporting:</b> None	<b>Standard:</b> Diagnostic
<b>Availability:</b> Available	<b>Notes:</b>

## PO-16– Timely Release Notifications

### Purpose:

Measures the percent of release notifications for changes to specified OSS interfaces sent by Qwest to CLECs within the intervals and scope specified within the change management plan found on Qwest's Change Management Process, (CMP) website at <http://www.qwest.com/wholesale/cmp/whatiscmp.html>.

### Description:

- Measures the percent of release notices that are sent by Qwest within the intervals/timeframes prescribed by the release notification procedure on Qwest's CMP website. <sup>NOTE 1</sup>
  - Release notices measured are:
    - Draft Technical Specifications (for App to App interfaces only);
    - Final Technical Specifications (for App to App interfaces only);
    - Draft Release Notices (for IMA-GUI interfaces only);
    - Final Release Notices (for IMA-GUI interfaces only); and
    - OSS Interface Retirement Notices. <sup>NOTE 2</sup>
  - For the following OSS interfaces:
    - IMA-GUI, IMA-EDI;
    - CEMR;
    - Exchange Access, Control, & Tracking (EXACT); <sup>NOTE 3</sup>
    - Electronic Bonding - Trouble Administration (EB -TA); <sup>NOTE 4</sup>
    - IABS and CRIS Summary Bill Outputs; <sup>NOTE 5</sup>
    - Loss and Completion Records; <sup>NOTE 5</sup>
    - New OSS interfaces (for introduction notices only.) <sup>NOTE 6</sup>
  - Also included are notifications for connectivity or system function changes to Resale Product Database.
  - Includes OSS interface release notifications by Qwest relating to the following products and service categories: LIS/Interconnection, Collocation, Unbundled Network Elements (UNE), Ancillary, and Resale Products and Services.
  - Includes OSS interface release notifications by Qwest to CLECs for the following OSS functions: Pre-Ordering, Ordering, Provisioning, Repair and Maintenance, and Billing.
  - Includes Types of Changes as specified in the "Qwest Wholesale Change Management Process Document" (Section 4 – Types of Changes).
  - Includes all OSS interface release notifications pertaining to the above OSS systems, subject to the exclusions specified below.
- Release Notifications sent on or before the date required by the CMP are considered timely. A release notification "sent date" is determined by the date of the e-mail sent by Qwest that provides the Release Notification. <sup>NOTE 7</sup>
- Release Notifications sent after the date required by the (CMP) are considered untimely. Release Notifications required but not sent are considered untimely.

<b>Reporting Period:</b> One month	<b>Unit of Measure:</b> Percent
<b>Reporting Comparisons:</b> CLEC Aggregate	<b>Disaggregation Reporting:</b> Region-wide level.
<b>Formula:</b> $\left[ \frac{\text{Number of required release notifications for specified OSS interface changes made within the reporting period that are sent on or before the date required by the change management plan (CMP)}}{\text{Total number of required release notifications for specified OSS interface changes within reporting period}} \right] \times 100$	
<b>Exclusions:</b> <ul style="list-style-type: none"> <li>• Changes to be implemented on an expedited basis (exception to OSS notification intervals) as mutually agreed upon by CLECs and Qwest through the CMP.</li> <li>• Changes where Qwest and CLECs agree, through the CMP, that notification is unnecessary.</li> </ul>	

## PO-16 Timely Release Notifications (continued)

<b>Product Reporting:</b> None	<b>Standards:</b> Vol. 1-10: No more than one untimely notification Vol. > 10: 92.5% timely notifications
<b>Availability:</b> Available	<b>Notes:</b> <ol style="list-style-type: none"> <li>1. The Qwest Wholesale Change Management Process Document specifies the intervals for release notifications by type of notification. These intervals are documented in the change management plan.</li> <li>2. The documents described in section "9.0 – Retirement of Existing OSS Interfaces" of the "Qwest Wholesale Change Management Process Document" as "Initial Retirement Notice" and "Final Retirement Notice."</li> <li>3. EXACT is a Telecordia system. Only release notifications for changes initiated by Qwest for hardware or connectivity will be included in this measurement.</li> <li>4. EB-TA is the same system as MEDIACC.</li> <li>5. CRIS, IABS, and Loss and Completions will adhere to the notification intervals documented in section 8.1 – Changes to Existing Application to Application Interface.</li> <li>6. The documents described in section "7.0 – Introduction of New OSS Interface" of the "Qwest Wholesale Change Management Process Document" as "Initial Release Announcement and Preliminary Implementation Plan" (new App to App only), "Initial Interface Technical Specification" (new App to App only), "Final Interface Technical Specifications (new App to App only), "Release Notification" (new GUI only). CMP notices for "Introduction of a New OSS" are to be included in this measurement even though the new system is not explicitly listed in the "Description" section of this PID. However, once implemented, the system will not be added to the measurement for purposes of measuring release, change and retirement notifications unless specifically incorporated as an authorized change to the PID.</li> <li>7. The intervals used to determine timeliness are based on CMP guidelines.</li> </ol>

## PO-19 – Stand-Alone Test Environment (SATE) Accuracy

### Purpose:

Evaluates Qwest's ability to provide accurate production-like tests to CLECs for testing new releases in the SATE and production environments and testing between releases in the SATE environment.

### Description:

#### PO-19A

- Measures the percentage of test transactions that conform to the test scenarios published in the *IMA EDI Data Document – for the Stand Alone Test Environment (SATE)* that are successfully executed in SATE at the time a new IMA Release is deployed to SATE. In months where no release activity occurs, measures the percentage of test transactions that conform to the test scenarios published in the current IMA EDI Data Document-for the Stand Alone Test Environment (SATE) that are successfully executed in SATE during the between-releases monthly performance test.
- Includes one test transaction for each test scenario published in the *IMA EDI Data Document – for the Stand Alone Test Environment (SATE)*.
- Test transactions will be executed for each of the IMA releases supported in SATE utilizing all test scenarios for each of the current versions of the *IMA EDI Data Document – for the Stand Alone Test Environment (SATE)*.
- The successful execution of a transaction is determined by the Qwest Test Engineer according to:
  - The expected results of the test scenario as described in the *IMA EDI Data Document – for the Stand Alone Test Environment (SATE)* and the EDI disclosure document.
  - The transactions strict adherence to business rules published in Qwest's most current IMA EDI Disclosure Documentation for each release and the associated Addenda. <sup>NOTE 1</sup>
- For this measurement, Qwest will execute the test transactions in the Stand-Alone Test Environment.
  - Release related test transactions will be executed when a full or point release of IMA is installed in SATE. These transactions will be executed within five business days of the numbered release being originally installed in SATE. This five-business day period will be referred to as the "Testing Window."
  - Mid-release monthly performance test transactions will be executed in the months when no Testing Window for a release is completed. These transactions will be executed on the 15<sup>th</sup>, or the nearest working day to the 15<sup>th</sup> of the month, in the months when no release related test transactions are executed.
- Test transaction results will be reported by release and included in the Reporting Period during which the release transactions or mid-release test transactions are completed.

#### PO-19B

- Validates the extent that SATE mirrors production by measuring the percentage of IMA EDI test transactions that produce comparable results in SATE and in production.
  - Transactions counted as producing comparable results are those that return correctly formatted data and fields as specified in the release's EDI disclosure document and developer worksheets related to the IMA release being tested.
  - Comparability will be determined by evaluating the data and fields in each EDI message for the test transactions against the same data and fields for Preorder queries, LSRs, and Supplementals, and returned as Query Responses, Acknowledgements, Firm Order Confirmations (FOCs) for flow-through eligible products, and rejects.
- Test transactions are executed one time for each new major IMA release within 7 days after the IMA release.
  - Test transactions consist of a defined suite of Product/Activity combinations. Qwest's three regions will be represented. <sup>NOTE 2</sup>
  - Pre-order, Order, and Post-order transactions (FOCs for flow-through products) are included.
- With respect to the comparability of the structure and content of results from SATE and production environments, this measurement focuses only on the validity of the structure and the validity of the content, per developer worksheets and EID mapping examples distributed as part of release notifications. <sup>NOTE 3</sup>

### Reporting Period:

PO-19A -- One month

PO-19B: -- One month (for those months in

### Unit of Measure:

Percent

## PO-19 Stand-Alone Test Environment (SATE) Accuracy (continued)

which release-related test transactions are completed)	
<b>Reporting Comparisons:</b> None	<b>Disaggregation Reporting:</b> PO-19A – Reported separately for each release tested in the reporting period PO-19B -- None
<p><b>Formula:</b></p> <p><b>PO-19A</b>  <math display="block">\frac{[(\text{Total number of successfully completed SATE test transactions executed for a Software Release or between-releases performance test completed in the Reporting Period}) \div (\text{Total number of SATE test transactions executed for each Software Release or between-releases performance test completed in the Reporting Period})] \times 100}{1}</math> </p> <p><b>PO-19B</b>  <math display="block">\frac{[(\text{Total number of completed IMA EDI test transactions executed in SATE and production that produce comparable results for each new major IMA Software Release completed in the Reporting Period}) \div (\text{Total number of completed IMA EDI test transactions executed in SATE and production for each new major IMA Software Release completed in the Reporting Period})] \times 100}{1}</math> </p>	
<p><b>Exclusions:</b> For PO-19B:</p> <ul style="list-style-type: none"> <li>• Transactions that fail due to the unavailability of a content item (e.g., TN exhaustion in SATE or the production environment) or a function in the SATE or production environments (e.g., address validation query or CSR query) that is unsuccessful due to an outage in systems that interface with IMA-EDI (e.g., PREMIS or SIA).</li> <li>• Transactions that fail because of differences between the production and SATE results caused when an IMA candidate is implemented into IMA and not SATE (i.e., where CMP decides not to implement an IMA candidate in a SATE release: e.g., the Reject Duplicate LSR candidate in IMA 12.0). This exclusion does not apply during reporting periods in which there are no differences between production IMA and SATE caused by SATE releases packaged pursuant to CMP decisions.</li> </ul>	
<b>Product Reporting:</b> None	<p><b>Standard:</b> PO-19A – 95% for each release tested PO-19B – 95%</p>
<p><b>Availability:</b></p> <p style="text-align: center;">Available</p>	<p><b>Notes:</b></p> <ol style="list-style-type: none"> <li>1. Transactions that are executed and found to have inconsistencies with the data and format rules will be corrected and rerun. Rerun volumes will not be counted in the denominator for PO-19. Such corrections and re-executions are intended to enforce strict adherence to business rules published in Qwest's most current IMA EDI Data and Disclosure Documents.</li> <li>2. The product and activity combinations that make up the test decks for PO-19B will be updated after each major IMA software release and provided to CLECs with the publication of IMA EDI Draft Interface Technical Specifications for the next major IMA software release as defined in the CMP process. All combinations with EDI transaction volumes &gt; 100 in the previous 12-month period will be included in the test deck. 75 days prior to the execution of the test, Qwest will run a query against IMA to determine which combinations meet the criteria for inclusion (i.e., volumes &gt; 100).</li> </ol>

## PO-19 Stand-Alone Test Environment (SATE) Accuracy (continued)

	<p>3. The intent of this provision is to avoid including the effects of circumstances beyond the SATE environment that could cause differences in SATE and production results that are not due to problems in mirroring production. For example, because of real-time data manipulation in production, an appointment availability query transaction in SATE will not return the same list of available appointments as in production. Available appointments in production are fully dependent on real-time activities that occur there, whereas available appointments in SATE are based on a pre-defined list that is representative of production.</p>
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## PO-20 (Expanded) – Manual Service Order Accuracy

### Purpose:

Evaluates the degree to which Qwest accurately processes CLECs' Local Service Requests (LSRs), which are electronically-submitted and manually processed by Qwest, into Qwest Service Orders, based on mechanized comparisons of specified LSR-Service Order fields and focusing on the percentage of manually-processed Service Orders that are accurate/error-free.

### Description:

Measures the percentage of manually-processed Qwest Service Orders that are populated correctly, in specified data fields, with information obtained from CLEC LSRs.

- Includes only Service Orders created from CLEC LSRs that Qwest receives <sup>NOTE 1</sup> electronically (via IMA-GUI or IMA-EDI) and manually processes in the creation of Service Orders, regardless of flow through eligibility, subject to exclusions specified below.
- Includes only Service Orders, from the product reporting categories specified below, that request inward line or feature activity (Change, New, and Transfer order types), are assigned a due date by Qwest, and are completed/closed in the reporting period. Change Service Order types included in this measurement consist of all C orders with "I" and "T" action-coded line or feature USOCs.
- All Service Orders satisfying the above criteria and as specified in the Availability section below are evaluated in this measurement.
- An inward line Service Order will be classified as "accurate" and thus counted in the numerator in the formula below when the mechanized comparisons of this measurement determine that the fields specified in the Service Order Fields Evaluated section below (when the source fields have been properly populated on the LSR) are all accurate on the Service Order. An inward feature Service Order will be classified as "accurate" if the fields specified in the Service Order Fields Evaluated section below (when the source fields have been properly populated on the LSR) are all accurate on the Service Order and if no CLEC notifications to the call center have generated call center tickets coded to LSR/SO mismatch for that order.
  - Service Orders will be counted as being accurate if the contents of the relevant fields, as recorded in the completed Service Orders involved in provisioning the service, properly match or correspond to the information from the specified fields as provided in the latest version of associated LSRs.
  - Service orders generated from LSRs receiving a PIA (Provider Initiated Activity value will be counted as being accurate if each and every mismatch has a correct and corresponding PIA value.
  - Service Orders, including those otherwise considered accurate under the above-described mechanized field comparison, will not be counted as accurate if Qwest corrects errors in its Service Order(s) as a result of contacts received from CLECs no earlier than one business day prior to the original due date.

**Reporting Period:** One month, reported in arrears (i.e., results first appear in reports one month later than results for measurements that are not reported in arrears), in order to exclude Service Orders that are the subject of call center tickets counted in OP-5B and OP-5T, as having new service problems attributed to Service Order errors.

**Unit of Measure:** Percent

**Reporting Comparisons:**  
CLEC Aggregate and individual CLEC

**Disaggregation Reporting:**  
Statewide Level

### Formula:

$$[(\text{Number of accurate, evaluated Service Orders}) \div (\text{Number of evaluated Service Orders completed in the reporting period})] \times 100$$



## PO-20 (Expanded) – Manual Service Order Accuracy (continued)

### Exclusions:

- Service Orders that are the subject of call center tickets counted in OP-5B and OP-5T as having new service problems attributed to Service Order errors.
- Cancelled Service Orders.
- Service Orders that cannot be matched to a corresponding LSR
- Records missing data essential to the calculation of the measurement per the PID.

### Product Reporting:

- Resale and UNE-P (POTS and Centrex 21)
- Unbundled Loops (Analog and Non-Loaded 2/4-wire, DS1 Capable, DS3 and higher Capable, ADSL Compatible, XDSL-I Capable, ISDN-BRI Capable)

### Standard:

Benchmarks, as follows:

Phase 1	97%
Phase 2	96%
Phase 3 & beyond	95%

### Availability:

- Phase 0 – PO-20 (Old) (the first version using sampling of limited fields). (Available now)
- Phase 1<sup>NOTE 2</sup> – PO-20 (Expanded) Mechanized version (as defined herein). All qualifying orders associated with initial LSRs received via IMA version 15.0 or higher beginning with May 2004 data reported in Jul 04.
- Phase 2 – Additional fields added. No later than Sep 04 results reported in Nov 04
- Phase 3– Additional fields added. Targeted for 1<sup>st</sup> Quarter 05
- Phase 4 – Additional fields added. (Date TBD).

### Notes:

1. To be included in the measurement, Service Orders created from CLEC LSRs must be received and completed in the same version of IMA-GUI or IMA-EDI.
2. Phase 1: Consists of all manually-processed, qualifying Service Orders per product reporting category specified above, from throughout Qwest's 14-state local service region.

### LSR-Service Order Fields Evaluated

#### Phase 1 – (Effective with LSRs received beginning May 2004)

#### Mechanized comparison of the fields from the Service Order to the LSR:

Form	LSR Field Code	LSR Field Name	Remarks/Service Order Field:
LSR	CCNA	Customer Carrier Name Abbreviation	CCNA field of LSR form compared to the RSID/ZCID field identifier in the Extended ID section of the Service Order.
	PON	Purchase Order Number	PON field of LSR form compared to the PON field in Bill Section of the Service Order.
	D/TSENT	Date and time sent	The D/TSENT field of LSR form from the Firm Order Manager, using applied business day cut-off rules and business typing rules, and compare to the APP (Application Date) used on the Service Order.
	CHC	Coordinated Hot Cut Requested	Applies only to Unbundled Loop. Validate that the installation USOC used on the Service Order matches the Coordinated Cut request. (Evaluated in conjunction with the TEST field to determine correct USOC.)
	TEST	Testing required	Applies only to Unbundled Loop. Validate that the installation USOC used on the Service Order matches the TEST request. (Evaluated in conjunction with the CHC field to determine correct USOC.)
	NC	Network Channel Code	Applies only to Unbundled Loop. NC field on the LSR form compared to provisioning USOC for CKL1 on the Service Order.

**PO-20 (Expanded) – Manual Service Order Accuracy (continued)**

<b>LSR-Service Order Fields Evaluated</b>			
<b>Phase 1 – (Effective with LSRs received beginning May 2004)</b>			
<b>Mechanized comparison of the fields from the Service Order to the LSR:</b>			
<b>Form</b>	<b>LSR Field Code</b>	<b>LSR Field Name</b>	<b>Remarks/Service Order Field:</b>
	NCI	Network Channel Interface Code	Applies only to Unbundled Loop NCI field on the LSR form compared to provisioning USOC for CKL1 on the Service Order.
	SECNCI	Secondary Network Channel Interface Code	Applies only to Unbundled Loop orders. SECNCI field on the LSR form compared to the provisioning USOC for CKL2 on the Service Order.
<b>Resale or Centrex</b>	PIC	InterLATA Pre-subscription Indicator Code	PIC field on Resale or Centrex form compared to PIC populated on the "I" or "T" action lines in the Service and Equipment section of the Service Order. Note: LSR PIC = None; S.O. PIC = None
	LPIC	IntraLATA Pre-subscription Indicator Code	LPIC field on Resale or Centrex form compared to LPIC populated on the "I" or "T" action lines in the Service and Equipment section of the Service Order. Note: LSR LPIC = None; S.O. LPIC = 9199 LSR LPIC = DFLT; S.O. LPIC = 5123
<b>Resale or Centrex</b>	TNS	Telephone Numbers	Validate that all telephone numbers in the TNS fields in the Service Details section on the Resale or Centrex form requiring inward activity are addressed on the Service Order.
	FA/ FEATURE	Feature Activity/Feature Codes	When the FA = N, T, V Validate line and feature USOCs provided in the FEATURE field on the Resale or Centrex form are addressed with "I" and/or "T" action lines on the Service Order. Note: Comparison will be based on the USOCs associated with line and feature activity listed in the PO-20 USOC List posted on Qwest's public website, on the web page containing the current PID <a href="http://www.qwest.com/wholesale/results">www.qwest.com/wholesale/results</a> ). Qwest may add USOCs to the list, delete grand-fathered/ discontinued or obsolete USOCs, or update USOCs assigned to listed descriptions by providing notice in the monthly Summary of Notes and updating the list.

PO-20 (Expanded) – Manual Service Order Accuracy (continued)

<b>LSR-Service Order Fields Evaluated</b>			
<b>Phase 1 – (Effective with LSRs received beginning May 2004)</b>			
<b>Mechanized comparison of the fields from the Service Order to the LSR:</b>			
<b>Form</b>	<b>LSR Field Code</b>	<b>LSR Field Name</b>	<b>Remarks/Service Order Field:</b>
<b>LS</b>	ECCKT	Exchange Company Circuit ID	Applies to LSRs with ACT = C (only when NC code has not changed, M, or T.  ECCKT field on the LS form compared to the CLS field in the Service and Equipment section of the Service Order.
<b>LS/ LSNP</b>	CFA	Connecting Facility Assignment	CFA field on the LS or LSNP forms compared to the CFA field used in CKL1 of the Service Order. (Verbal acceptance of CFA changes will be FOC'd and PIA'd, which will account for the mismatch and eliminate it as an error in the PO-20 calculation.
<b>DL – Directory Listings form (Evaluated only for Local Main Listings)</b>	LTY	Listing Type	LTY = 1 (Listed – appears in DA and the directory.) Validate that there is a LN in the List section of the Service Order. LTY = 2 (Non Listed – appears only in DA.) Validate that there is non listing instructions in the LN field in the List section of the Service Order. <b>Central/Western Region:</b> Validate that the left handed field is NLST and (NON-LIST) is contained in the NLST data field in the List section of the Service order. <b>Eastern Region:</b> Validate that the left handed field is NL and (NON LIST) is contained in the NL data field in the List section of the Service Order. LTY = 3 (Non Pub - does not appear in the directory and telephone number does not appear in DA.) Validate that there is non published instructions in the LN field in the List section of the Service Order. <b>Central/Western Regions:</b> Validate that the left handed field is NP and (NON-PUB) is contained in the NP data field in the List section of the Service Order. <b>Eastern Region:</b> Validate that the left handed field is NP and (NP LODA) or (NP NODA) is contained in the NP data field in the List section of the Service Order.
	TOA	Type of Account	Validate TOA entries (only reviewed when BRO field on DL form is not populated): <ul style="list-style-type: none"> <li>TOA valid entries are B or RP Validate that there is a semi colon (;) within the LN in the List section of the Service Order.</li> <li>TOA valid entries are R or BP Validate that there is a comma (,) within the LN in the List section of the Service Order.</li> </ul> <b>Exception:</b> When LSR-TOS = 3, TOA review is Not Applicable. Handled by Complex Listing Group. Requires separate Service Order.
	DML	Direct Mail List	DML field = O on DL form; Service Order LN contains (OCLS).
	NOSL	No Solicitation Indicator	<b>Arizona Only</b> NOSL field = Y on DL form; Service Order LN contains (NSOL) (OCLS).

**PO-20 (Expanded) – Manual Service Order Accuracy (continued)**

<b>LSR-Service Order Fields Evaluated</b>			
<b>Phase 1 – (Effective with LSRs received beginning May 2004)</b>			
<b>Mechanized comparison of the fields from the Service Order to the LSR:</b>			
<b>Form</b>	<b>LSR Field Code</b>	<b>LSR Field Name</b>	<b>Remarks/Service Order Field:</b>
	TMKT	Telemarketing	<b>Colorado Only</b> TMKT field = O on DL form; Service Order LN contains (OATD). When both the DML and the TMKT fields are populated, DML validation applies.
	LNLN and LNFN	Listed Name	LNLN and LNFN fields on DL form compared to the LN field in the List section of the Service Order.
	ADI	Address Indicator	ADI = O on DL form; Service Order LA contains (OAD).
	LAPR	Listed Address Number Prefix	LAPR field of the Listing form compared to LA in the List section of the Service Order.
	LANO	Listed Address Number	LANO field of the Listing form compared to LA in the List section of the Service Order.
	LASF	Listed Address Number Suffix	LASF field of the Listing form compared to LA in the List section of the Service Order.
	LASD	Listed Address Street Directional	LASD field of the Listing form compared to LA in the List section of the Service Order.
	LASN	Listed Address Street Name	LASN field of the Listing form compared to LA in the List section of the Service Order.
	LATH	Listed Address Street Type	LATH field of the Listing form compared to LA in the List section of the Service Order.
	LASS	Listed Address Street Directional Suffix	LASS field of the Listing form compared to LA in the List section of the Service Order.
	LALOC	Listed Address Locality	LALOC field of the Listing form compared to LA in the List section of the Service Order.

<b>Phase 2 – No later than Sep 04 results</b>			
<b>LSR-Service Order Fields Evaluated</b>			
<b>Mechanized comparison of the fields from the Service Order to the LSR:</b>			
<b>Form</b>	<b>LSR Field Code</b>	<b>LSR Field Name</b>	<b>Remarks/Service Order Field:</b>
<b>LSR</b>	DSPTCH	Dispatch	Limited to Unbundled Loops where ACT = Z or V only. If DSPTCH field on the LSR form = Y, validate dispatch USOC in the Service and Equipment section of the Service Order.
<b>Centrex</b>	LTC	Line Treatment Code	Applies only to Centrex 21 LTC field numeric value on the Centrex form compared to the data following the CAT field for the Line USOC on the Service Order.
	COS	Class of Service – Qwest Specific	Applies only to Centrex 21. COS field of the Centrex form compared to the CS field in the ID section of the Service Order.

**PO-20 (Expanded) – Manual Service Order Accuracy (continued)**

<b>Phase 2 – No later than Sep 04 results</b>			
<b>LSR-Service Order Fields Evaluated</b>			
<b>Mechanized comparison of the fields from the Service Order to the LSR:</b>			
<b>Form</b>	<b>LSR Field Code</b>	<b>LSR Field Name</b>	<b>Remarks/Service Order Field:</b>
<b>Resale or Centrex</b>	<b>FEATURE DETAILS</b>	<b>Feature Details</b>	As specified in Appendix A of the 14 State Working PID. Comparison would be based on the fields associated with the USOC list referenced under Feature Activity in Phase 1 above.
<b>Phase 3 – Targeted for 1<sup>st</sup> Quarter 05</b>			
<b>LSR-Service Order Fields Evaluated</b>			
<b>Mechanized comparison of the fields from the Service Order to the LSR:</b>			
<b>Form</b>	<b>LSR Field Code</b>	<b>LSR Field Name</b>	<b>Remarks/Service Order Field:</b>
<b>Resale or Centrex</b>	<b>BLOCK (Stage 1)</b>	<b>Blocking Type</b>	<p>For each LNUM provided in the Service Detail section of the Resale or Centrex form when BA = E:  Note: The BLOCK field may have one or more alpha and/or numeric values per LNUM. This review will only validate based on BA/BLOCK fields and will not address blocking information provided in the "Remark" section on the LSR or the Feature Detail section of the LSR. The values listed below will be considered as follows:</p> <p>If BLOCK contains A, validate FID TBE A is present on the service order floated behind line USOC associated with the TNS for that LNUM.</p> <p>If BLOCK contains B, validate FID TBE B is present on the service order floated behind line USOC associated with the TNS for that LNUM.</p> <p>If BLOCK contains C, validate FID TBE C is present on the service order floated behind line USOC associated with the TNS for that LNUM.</p> <p>If BLOCK contains H, validate FID BLKD is present on the service order floated behind line USOC associated with the TNS for that LNUM.</p>

**PO-20 (Expanded) – Manual Service Order Accuracy (continued)**

<b>Phase 4 – Date TBD</b>			
<b>LSR-Service Order Fields Evaluated</b>			
<b>Mechanized comparison of the fields from the Service Order to the LSR:</b>			
<b>Form</b>	<b>LSR Field Code</b>	<b>LSR Field Name</b>	<b>Remarks/Service Order Field:</b>
<b>LSR</b>	DFDT	Desired Frame Due Time	Applicable only to orders for Resale and UNE-P (POTS and Centrex 21) DFDT field on the LSR form compared to the FDT field in the Extended ID section of the Service Order.
	DDD	Desired Due Date	DDD field from the last FOC'd LSR compared to the original or last subsequent due date in the Extended ID section on the Service Order when no CFLAG/PIA is present on the FOC. (i.e. Evaluation includes recognition of valid differences between DDD and Service Order based on population of the CFLAG/PIA field on the LSRC (FOC))
<b>DL – Directory Listings form (Evaluated only for Local Main Listings)</b>	LTN	Listed Telephone Number	For Resale and UNE-P (POTS and Centrex 21): LTN field on the Listing form compared to the Main Account Number of the Service Order.  For Unbundled Loop: LTN field on the Listing form compared to the TN floated after the LN in the Listing section of the Service Order.
	LNPL	Letter Name Placement	LNPL field on the Listing form = L, validate that LN on the Service Order follows letter placement versus word placement.
<b>Resale or Centrex</b>	FEATURE DETAILS	Feature Details	If CLECs propose additional FIDs for review, Qwest will undertake a feasibility evaluation.
	BLOCK (Stage 2)	Blocking Type	If CLECs identify value in additional Blocking review, Qwest will undertake development. [Requirements to be developed]

## Ordering and Provisioning

### OP-2 – Calls Answered within Twenty Seconds – Interconnect Provisioning Center

<b>Purpose:</b> Evaluates the timeliness of CLEC access to Qwest's interconnection provisioning center(s) and retail customer access to the Business Office, focusing on the extent calls are answered within 20 seconds.	
<b>Description:</b> Measures the percentage of (Interconnection Provisioning Center or Retail Business Office) calls that are answered by an agent within 20 seconds of the first ring. <ul style="list-style-type: none"> <li>Includes all calls to the Interconnect Provisioning Center/Retail Business Office during the reporting period, subject to exclusions specified below.</li> <li>Abandoned calls and busy calls are counted as calls which are not answered within 20 seconds.</li> <li>First ring is defined as when the customer's call is first placed in queue by the ACD (Automatic Call Distributor).</li> <li>Answer is defined as when the call is first picked up by the Qwest agent.</li> </ul>	
<b>Reporting Period:</b> One month	<b>Unit of Measure:</b> Percent
<b>Reporting Comparisons:</b> CLEC aggregate and Qwest Retail results	<b>Disaggregation Reporting:</b> Region-wide level.
<b>Formula:</b> $[(\text{Total Calls Answered by Center within 20 seconds}) \div (\text{Total Calls received by Center})] \times 100$	
<b>Exclusions:</b> Time spent in the VRU Voice Response Unit is not counted.	
<b>Product Reporting:</b> Not applicable	<b>Standard:</b> Parity
<b>Availability:</b> <div style="text-align: center;">Available</div>	<b>Notes:</b>

### OP-3 – Installation Commitments Met

<b>Purpose:</b> Evaluates the extent to which Qwest installs services for Customers by the scheduled due date.	
<b>Description:</b> Measures the percentage of orders for which the scheduled due date is met. <ul style="list-style-type: none"> <li>All inward orders (Change, New, and Transfer order types) assigned a due date by Qwest and which are completed/closed during the reporting period are measured, subject to exclusions specified below. Change order types included in this measurement consist of all C orders representing <u>inward activity</u>. Also included are orders with customer-requested due dates longer than the standard interval.</li> <li>Completion date on or before the Applicable Due Date recorded by Qwest is counted as a met due date. The Applicable Due Date is the original due date or, if changed or delayed by the customer, the most recently revised due date, subject to the following: If Qwest changes a due date for Qwest reasons, the Applicable Due Date is the customer-initiated due date, if any, that is (a) subsequent to the original due date and (b) prior to a Qwest-initiated, changed due date, if any.</li> </ul>	
<b>Reporting Period:</b> One month <b>Unit of Measure:</b> Percent	
<b>Reporting Comparisons:</b> CLEC aggregate, individual CLEC and Qwest Retail results	<b>Disaggregation Reporting:</b> Statewide level. <ul style="list-style-type: none"> <li>Results for product/services listed in Product Reporting under "<u>MSA</u>-Type Disaggregation" will be reported according to orders involving: <ul style="list-style-type: none"> <li>OP-3A Dispatches within MSAs;</li> <li>OP-3B Dispatches outside MSAs; and</li> <li>OP-3C No dispatches.</li> </ul> </li> <li>Results for products/services listed in Product Reporting under "Zone-type Disaggregation" will be disaggregated according to installations: <ul style="list-style-type: none"> <li>OP-3D In <u>Interval Zone 1</u> areas; and</li> <li>OP-3E In <u>Interval Zone 2</u> areas.</li> </ul> </li> </ul>
<b>Formula:</b> $[(\text{Total Orders completed in the reporting period on or before the Applicable Due Date}) \div (\text{Total Orders Completed in the Reporting Period})] \times 100$	
<b>Exclusions:</b> <ul style="list-style-type: none"> <li>Disconnect, From (another form of disconnect) and Record order types.</li> <li>Due dates missed for standard categories of customer and non-Qwest reasons. Standard categories of customer reasons are: previous service at the location did not have a customer-requested disconnect order issued, no access to customer premises, and customer hold for payment. Standard categories of non-Qwest reasons are: Weather, Disaster, and Work Stoppage.</li> <li>Records involving official company services.</li> <li>Records with invalid due dates or <u>application dates</u>.</li> <li>Records with invalid completion dates.</li> <li>Records with invalid product codes.</li> <li>Records missing data essential to the calculation of the measurement per the PID.</li> </ul>	



### OP – 3 Installation Commitments Met (continued)

Product Reporting:		Standards:
MSA-Type Disaggregation -		
• Resale		
Residential single line service		Parity with retail service
Business single line service		Parity with retail service
Centrex		Parity with retail service
Centrex 21		Parity with retail service
DS0 (non-designed provisioning)		Parity with retail service
PBX Trunks (non-designed provisioning)		Parity with retail service
Primary ISDN (non-designed provisioning)		Parity with retail service
Basic ISDN (non-designed provisioning)		Parity with retail service
Qwest DSL (non-designed provisioning)		Parity with retail service
• Unbundled Network Element – Platform (UNE-P) (POTS)		Parity with like retail service
• Unbundled Network Element – Platform (UNE-P) (Centrex 21 )		Parity with retail Centrex 21
• Unbundled Network Element – Platform (UNE-P) (Centrex )		Parity with retail Centrex
• Line Splitting		95%
• Line Sharing		95%
• Sub-Loop Unbundling		CO: 90%
		All Other States: Diagnostic
Zone-Type Disaggregation -		
• Resale		
Primary ISDN (designed provisioning)		Parity with retail service
Basic ISDN (designed provisioning)		Parity with retail service
DS0 (designed provisioning)		Parity with retail service
DS1		Parity with retail service
PBX Trunks (designed provisioning)		Parity with retail service
Qwest DSL (designed provisioning)		Parity with retail service
DS3 and higher bit-rate services (aggregate)		Parity with retail service
Frame Relay		Parity with retail service
• LIS Trunks		Parity with Feature Group D (aggregate)
• Unbundled Dedicated Interoffice Transport (UDIT)		
UDIT – DS1 level		Parity with retail DS1 Private Line
UDIT – Above DS1 level		Parity with retail Private Lines above DS1 level
Dark Fiber – IOF		Diagnostic
• Unbundled Loops:		
Analog Loop		90%
Non-loaded Loop (2-wire)		90%
Non-loaded Loop (4-wire)		Parity with retail DS1 Private Line
DS1-capable Loop		Parity with retail DS1 Private Line
ISDN-capable Loop		Parity with retail ISDN BRI
ADSL-qualified Loop		90%
Loop types of DS3 and higher bit-rates (aggregate)		Parity with retail DS3 and higher bit-rate Private Line services (aggregate)
Dark Fiber – Loop		Diagnostic
Loops with Conditioning		90%
• E911/911 Trunks		Parity with retail E911/911 Trunks

### OP – 3 Installation Commitments Met (continued)

<ul style="list-style-type: none"> <li>Enhanced Extended Loops (EELs) – (DS0 level)</li> </ul>	<b>WA:</b> 90%
	<b>All Other States:</b> Diagnostic
<ul style="list-style-type: none"> <li>Enhanced Extended Loops (EELs) – (DS1 level)</li> </ul>	90%
<ul style="list-style-type: none"> <li>Enhanced Extended Loops (EELs) – (DS3 level)</li> </ul>	<b>WA:</b> 90%
	<b>All Other States:</b> Diagnostic
<b>Availability:</b> Available	<b>Notes:</b>

## OP-4 – Installation Interval

### Purpose:

Evaluates the timeliness of Qwest's installation of services for customers, focusing on the average time to install service.

### Description:

Measures the average interval (in business days)<sup>NOTE 1</sup> between the application date and the completion date for service orders accepted and implemented.

- Includes all inward orders (Change, New, and Transfer order types) assigned a due date by Qwest and which are completed/closed during the reporting period, subject to exclusions specified below. Change order types for additional lines consist of all C orders representing inward activity.
- Intervals for each measured event are counted in whole days: the application date is day zero (0); the day following the application date is day one (1).
- The Applicable Due Date is the original due date or, if changed or delayed by the customer, the most recently revised due date, subject to the following: If Qwest changes a due date for Qwest reasons, the Applicable Due Date is the customer-initiated due date, if any, that is (a) subsequent to the original due date and (b) prior to a Qwest-initiated, changed due date, if any.<sup>NOTE 2</sup>
- Time intervals associated with customer-initiated due date changes or delays occurring after the Applicable Due Date, as applied in the formula below, are calculated by subtracting the latest Qwest-initiated due date, if any, following the Applicable Due Date, from the subsequent customer-initiated due date, if any.<sup>NOTE 2</sup>

**Reporting Period:** One month

**Unit of Measure:** Average Business Days

### Reporting

#### Comparisons:

CLEC  
aggregate,  
individual CLEC  
and Qwest  
Retail results

### Disaggregation Reporting: Statewide level.

- Results for product/services listed in Product Reporting under "MSA-Type Disaggregation" will be reported according to orders involving:  
OP-4A Dispatches within MSAs;  
OP-4B Dispatches outside MSAs; and  
OP-4C No dispatches.
- Results for products/services listed in Product Reporting under "Zone-type Disaggregation" will be disaggregated according to installations:  
OP-4D In Interval Zone 1 areas; and  
OP-4E In Interval Zone 2 areas.

### Formula:

$$\frac{\Sigma[(\text{Order Completion Date}) - (\text{Order Application Date}) - (\text{Time interval between the Original Due Date and the Applicable Date}) - (\text{Time intervals associated with customer-initiated due date changes or delays occurring after the Applicable Due Date})]}{\text{Total Number of Orders Completed in the reporting period}}$$

**Explanation:** The average installation interval is derived by dividing the sum of installation intervals for all orders (in business days)<sup>NOTE 1</sup> by total number of service orders completed in the reporting period.

### Exclusions:

- Orders with customer requested due dates greater than the current standard interval.
- Disconnect, From (another form of disconnect) and Record order types.
- Records involving official company services.
- Records with invalid due dates or application dates.
- Records with invalid completion dates.
- Records with invalid product codes.
- Records missing data essential to the calculation of the measurement per the PID.